City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, February 28, 2023

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 23-121 Approve the Agenda for the Regular meeting of February 28, 2023, as presented or with amendments.

Attachments: 02-28-2023 Short Agenda ADA.pdf

MINUTES:

II.2(a) 23-119 Approval of the December 13, 2022 Regular meeting minutes as written or with amendments.

Attachments: 12-13-2022 Minutes ADA.pdf

Exhibit A - Zoning Text Amendment PZ-22-00000021.pdf

II.2(b) 23-122 Approve the Minutes of the Regular meeting of January 24, 2023, as written or with amendments.

Attachments: 01-24-2023 Minutes ADA.pdf

E-Comment submitted by K. Lortie (Delegations).pdf

E-Comment submitted by K. Lortie for Item VII.2

III. AWARDS AND PRESENTATIONS:

III.1 23-142 Presentation by the Emma Jewel Charter Academy Step Team.

III.2 23-137 Proclamation: "Teacher of the Year"

Attachments: Brevard Schools Foundation Teacher of the Year.pdf

III.3 23-138 Certificates of Recognition to Cocoa High School's Class of 2023 Valedictorian, Jaden Edgecombe and Salutatorian, Angel Parham.

Attachments: Jaden Edgecombe Certificate.pdf

Angel Parham Certificate.pdf

III.4 23-139 Proclamation: Proclaiming the Month of March, 2023 as "Hemophilia and Bleeding Disorders Awareness Month."

Attachments: Hemophilia & Bleeding Disorders Awareness Month.pdf

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card.

Speaker cards are located outside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 23-100 Approve a Resolution Amending the FY23 Budget BAF#23-045-A, Recognizing the Revenue for the Arbor Mitigation Fund and Assigning Budget as the Match for the Forestry Grant - Tree Installation at various City Parks, Properties, and rights-of-way. Authorize the City Manager to issue the related Purchase Orders.

Attachments: Budget Resolution FY 2023- ADA Compliant.pdf
BAF 23-045-A-PW-Arbor MIT Fund 120 (2-28-23) Agenda 23-100 .pdf

V.2 23-98 To Award Bid No. B-23-04-COC, Viera Pump Station Chlorination Improvements, Project No. WS21VP to L7 Construction, Inc. of Sanford, Florida, in the Amount of $833,700; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $83,370 (10% of the contract amount), for a total cost of $917,070; To Approve a Resolution Amending the FY2023 Budget, BAF# 23-044-PT; To Authorize the City Manager to execute the Contract.

Attachments: Partially Executed B-23-04-COC Construction Agreement.pdf
Contingency Resolution WS21VP.doc
B-23-04-COC Bid Tabulation.pdf
B-23-04-COC Centroid Rejection Notice.pdf
EXHIBIT A - Viera Booster Station Technical Specifications.pdf
EXHIBIT B-Viera Booster Station Drawings.pdf
L7 Construction, Inc. Bid Submital B-23-04-COC (2).pdf
RE_ Cost Breakdown of Viera Pump Station Improvements Project (WS21VP).p
Budget Resolution FY 2023- ADA Compliant.docx
BAF 23-044-PT-UT-Viera Pump Station Impr (2-28-23) Agenda 23-98.pdf

MULTI-YEAR CONTRACTS:

V.3(b) 23-79 To Approve the Participation in a Multi-Year Cooperative Purchase Agreement with Trane of Maitland, Florida to Maintain and Provide Repair Services for the HVAC Systems the Dyal WTP Operates Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 with an Option to Renew the Contract for One (1) Additional Five (5) Year Period; To Authorize the City Manager to Execute the Service Agreement/Contract, Amendments, and Purchase Orders for each Fiscal Year.

Attachments:
- Trane COI exp. 4.17.23.pdf
- Trane_AWL_2022_09_01.pdf
- OMNIA Partners 2022 - Trane Central Florida Labor Rates.pdf
- RC2022-1001_HVAC_Racine_Solicitation_final_2022_6_15_with_attachments.
- 3341_Trane_HVAC_EXS_2022_09_02.pdf
- 3341_TRANE_MAD_HVAC_2022_09_01_.pdf
- 3341-Trane Authorization Memo.pdf
- Dyal Water Treatment Plant - Trane HVAC Scheduled SA 2023 (OMNIA Partne

V.4(b) 23-94 To Approve a Piggyback Agreement with DMD Consultants, Inc. for Servicing, Abrasive Blasting, Painting, and Inspection of a Select Number of Hydrants Utilizing the JEA Contract No. 189884 Effective June, 2020 through June, 2025; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract.

Attachments:
- DMD COI GL Exp 6-26-23.pdf
- JEA Contract No. 189884 June 2020 through June 2025.pdf
- PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 189884.pd
- SIGNED E-Verify Contractor Affidavit .pdf
- Cocoa Water Proposal (DMD - JEA Contract).pdf

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VIII. CITY BUSINESS:

IX. INFORMATIONAL AGENDA:

IX.1 23-123 FY 2023 Budget Adjustment Report

Attachments: Pd. 4 FY 2023 REVENUE Budget Tracking Worksheet.pdf
Pd. 4 FY 2023 EXPENSE Budget Tracking.pdf

IX.2 23-124 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

Attachments: Budget Classification Report January FY23.pdf

IX.3 23-125 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

Attachments: Change Order Authorizations 1-31-23.pdf

IX.4 23-99 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 1/31/2023.

Attachments: PO Monthly Report to City Council 10.01.22 thru 1.31.23.pdf

IX.5 23-151 City Council Bi-Weekly Report (February 1-23, 2023)

Attachments: Council bi-weekly report template (1) (12).pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

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Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per item shall be allowed.

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

Legislation Details (With Text)

File #:	23-121	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	2/15/2023			**In control:**	City Council
On agenda:	2/28/2023			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of February 28, 2023, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-28-2023 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 15, 2023
Agenda Date: February 28, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of February 28, 2023, as presented or with amendments.

BACKGROUND:

The City Council approves the agenda for all of its regular meetings at the beginning of such meetings.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has approved its agenda for all regular meetings at the beginning of such meetings.

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of February 28, 2023, as presented or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: February 28, 2023
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of February 28, 2023. (23-121)

2. Minutes: (a) Regular Meeting of December 13, 2022 (23-119)
(b) Regular Meeting of January 24, 2023 (23-122)

III. Awards and Presentations:

1. Presentation by the Emma Jewel Charter Academy Step Team. (23-142). (Mayor Blake)

2. Proclamation: "Teacher of the Year". (23-137). (Councilmember Koss)

3. Certificates of Recognition to Cocoa High School's Class of 2023 Valedictorian, Jaden Edgecombe and Salutatorian, Angel Parham. (23-138). (Councilmember Goins)

4. Proclamation: Proclaiming the Month of March, 2023 as "Hemophilia and Bleeding Disorders Awareness Month." (23-139). (Deputy Mayor Hearn)

IV. Delegations:

This Agenda may be Amended up until or at the Meeting

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* may address the City Council under Delegations by filling out a speaker card.

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V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY23 Budget BAF#23-045-A, Recognizing the Revenue for the Arbor Mitigation Fund and Assigning Budget as the Match for the Forestry Grant - Tree Installation at various City Parks, Properties, and rights-of-way. Authorize the City Manager to issue the related Purchase Orders. (23-100). (Public Works Director)

2. Award Bid No. B-23-04-COC, Viera Pump Station Chlorination Improvements, Project No. WS21VP to L7 Construction, Inc. of Sanford, Florida, in the Amount of $833,700; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $83,370 (10% of the contract amount), for a total cost of $917,070; To Approve a Resolution Amending the FY2023 Budget, BAF# 23-044-PT; To Authorize the City Manager to execute the Contract. (23-98). (Utilities Director)

(B) Multi-Year Contracts:

3. Approve the Participation in a Multi-Year Cooperative Purchase Agreement with Trane of Maitland, Florida to Maintain and Provide Repair Services for the HVAC Systems the Dyal WTP Operates Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 with an Option to Renew the Contract for One (1) Additional Five (5) Year Period; To Authorize the City Manager to Execute the Service

Agreement/Contract, Amendments, and Purchase Orders for each Fiscal Year. (23-79). (Utilities Director)

4. Approve a Piggyback Agreement with DMD Consultants, Inc. for Servicing, Abrasive Blasting, Painting, and Inspection of a Select Number of Hydrants Utilizing the JEA Contract No. 189884 Effective June, 2020 through June, 2025; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract. (23-94). (Utilities Director)

VI. Public Hearings:

None.

VII. Council Business:

None.

VIII. City Business:

None.

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. FY 2023 Budget Adjustment Report. (23-123). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (23-124). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (23-125). (Finance Director)

4. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 1/31/2023. (23-99). (Finance Director)

5. City Council Bi-Weekly Report (February 1-23, 2023). (23-151). (City Manager)

X. Reports:

XI. Adjournment:

XII. Notice To The Public:

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(1) https://tinyurl.com/s5e875r or

(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

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questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	23-119	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	2/14/2023			**In control:**	City Council
On agenda:	2/28/2023			**Final action:**	
Title:	Approval of the December 13, 2022 Regular meeting minutes as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-13-2022 Minutes ADA.pdf Exhibit A - Zoning Text Amendment PZ-22-00000021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 14, 2023
Agenda Date: February 28, 2023
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approval of the December 13, 2022 Regular meeting minutes as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the December 13, 2022 Regular meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

December 13, 2022

A Regular City Council Meeting was held on Tuesday, December 13, 2022, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:00 p.m.

Deputy Mayor Hearn provided the invocation and Marcy Davis led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	Assistant City Clerk

OTHER STAFF MEMBERS PRESENT:

Katie Ennis, Deputy Utilities Director; Tammy Gemmati, Administrative Services Director; Charlene Neuterman, Community Services Director; Samantha Senger, Asst. to the CM/PIO; Evander Collier, Chief of Police; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Mitchell Lawyer, Tech Services Supervisor; Bryant Smith, Public Works Director/Acting Growth & Economic Development Director; and Erik Montgomery, Helpdesk Support Techs.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of December 13, 2022. (22-715)

2. Minutes: (a) Regular Meeting of October 11, 2022 (22-726)
(b) Emergency Meeting on November 8, 2022 (22-725)

*** MOTION by Mayor Blake; Seconded by Councilmember Goins, to amend the Agenda by tabling Council Business items VII.6 and VII.8 to the January 10, 2023 meeting, add City Business item VIII.4, and remove Consent item V.5.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** MOTION by Councilmember Goins; Seconded by Deputy Mayor Hearn, to approve the minutes as written.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Presentation to Chief Collier by the Central Brevard NAACP. (22-690). (Clarence Whipple, Jr., President)

Mr. Clarence Whipple read a letter of support on behalf of the NAACP for Chief Collier.

Mr. Whipple, Ms. Alberta Wilson and Dr. Ivery presented a plaque to Chief Collier for being a keynote speaker at the NAACP Gala this year.

IV. Delegations:

Rev. J.B. Dennis, 3710 Catalina Dr., Cocoa, noted that he is proud to have Chief Collier serving the City. He praised the Council for hiring someone from the outside who has brought in new officers, new policies and responds to calls in a timely manner. He asked Chief Collier to keep up the good work.

Bernice Cox, 701 Aurora St., Cocoa, talked about obtaining new development in Cocoa. She talked about getting new restaurants in the City and knows a good

spot on SR520. She mentioned obtaining other new development like the Thrifty's in Rockledge. She mentioned cleaning up areas such as School Street and Clearlake Road.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY23 Budget, BAF 23-013-A, in the amount of $3,500 for the Housing Rehabilitation Project located at 1113 Abington St. (29-644). (Community Services Director)

2. Approve the First Amendment to Purchase Agreement to RFQ-20-03-COC with Jacobs Engineering Group Inc. for Engineering Services for Water System to Initiate the First Two-Year Term Renewal Option, and to Increase the Cost Limitation in Compliance with the Consultants' Competitive Negotiation Act (CCNA) Statute. (22-656). (Utilities Director)

3. Approval of the requested Pay Plan changes for Fiscal Year 2023. (22-716). (Administrative Services Director)

4. Award Bid No. B-23-09-COC, Wewahootee Sodium Hypochlorite Tank Replacement to Odyssey Manufacturing, Co. of Tampa, FL for the Replacement of the Wewahootee Sodium Hypochlorite Tank Replacement; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $39,998 (10%); To Authorize the City Manager to Execute the Contract; To Approve a Resolution Amending the FY 2023 Budget, BAF# 23-022-A. (22-724). (Utilities Director)

~~5. Item will be added.~~ REMOVED

(B) Multi-Year Contracts:

6. Approve Task Order 2023-07 with Atlantic Development of Cocoa, Inc. for Construction of the Sea Ray Drive Bridge 36-Inch Water Main Relocation Project; To Approve as a Multi-Year Contract; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $439,952.35 (10% of the Contract Amount) for a Total Project Cost of $4,839,475.89; To Approve a Resolution Amending the FY2023 Budget, BAF 23-026-PT. (22-661). (Utilities Director)

7. Approve Task Order 2023-29 with Jacobs Engineering Group Inc. for Engineering Services During Construction for the Sea Ray Drive Bridge 36-Inch Water Main Relocation Project; To Approve as a Multi-Year Contract. (22-662). (Utilities Director)

8. Approve the first and final renewal to FDOT Multi-Year Memorandum of Agreement (ASE66) with regards to highway landscape maintenance. Authorize the Mayor to Approve the Resolution and Agreement Renewal. (22-718). (Public Works Director/Interim Growth & Economic Development Director)

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve the Consent Agenda.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Recommendation for the City Council to adopt on Second and Final Reading of Ordinance No. 10-2022: an amendment to APPENDIX A, ARTICLE XI, SECTION 13 of the Zoning Ordinance of the City of Cocoa; adopting conforming zoning amendments to the Central Business District Regulations consistent with Ordinance 07-2022 adopting a policy in the Future Land Use Element Authorizing the City Council to approve by Development Agreement residential densities of up to 125 Dwelling Units per acre related to vertical mixed use projects within a very limited area which is generally located along Brevard Ave. The affected parcels in the geographical area depicted on the map are ##s: 2426072, 2426071, 2426074, 2426037, 2426228, 2426229, and 2426230. (22-596). (Public Works Director/Interim Growth & Economic Development Director)

City Attorney Garganese read the Ordinance into the record as follows:

ORDINANCE NO. 10-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 13 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; ADOPTING CONFORMING AMENDMENTS TO THE CENTRAL BUSINESS DISTRICT REGULATIONS CONSISTENT WITH ORDINANCE 07-2022 ADOPTING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING

THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED USE PROJECTS WITHIN A VERY LIMITED GEOGRAPHICAL AREA WHICH IS GENERALLY LOCATED ALONG BREVARD AVENUE NEAR CITY HALL AS DESCRIBED THEREIN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

He noted that this Ordinance does not affect any projects related to this ordinance.

Mayor Blake opened the hearing to the public.

Judy McCluney, 1908 Manor Dr., Cocoa, noted that if one thing is clear it is that this Ordinance states its purpose, however what isn't clear is who intends to utilize this high-density use. This is of considerable concern because the Council is deciding the future. She asked how can they approve it without having solutions to the problems such as traffic, noise, development needs, etc.

She read from a statement written by Brenda Warner and is in support of what she said. She asked Council to do the hard but wise thing and wait until there is better planning and more agreement for such a major change.

There being no further questions or comments the public portion of the hearing was closed.

Councilmember Koss spoke of a public meeting that she attended, and staff initiated. This is important and this will determine what Cocoa will be like for generations to come. She noted that she would vote against this item because she does not agree with the density and there should be height limits in order to keep the character of the Village that defines it. She further talked about the importance of scale, consistency and compatibility.

Mayor Blake asked Mr. Smith if, hypothetically, an eight-story project were to come in if that would create the need for a Development Agreement. In response, Mr. Smith explained that as part of the Comprehensive Plan Amendment that was adopted and is currently in effect, it would require any development to rezone to have the commercial-large use designation put on the building to allow them to build eight stories and a Development Agreement would also need to be in place to determine the density along with other requirements.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve Ordinance No. 10-2022 on Second and Final Reading with discussion.**

Councilmember Goins talked about development and projects going on in the City and part of the process is going through growing pains and moving forward.

AYES: Blake, Hearn, Dyal, Goins
NAYES: Koss

THE MOTION CARRIED (4-1)

2. Consideration of Ordinance No. 15-2022 on First Reading, a zoning text amendment to allow for printing, engraving, and related reproduction uses and craft breweries as special exception uses in the C-C and Cocoa Waterfront Overlay districts. (22- 666). (Public Works Director/Interim Growth & Economic Development Director)

City Attorney Garganese read the Ordinance into the record as follows:

ORDINANCE NO. 15-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 18 AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; CHANGING THE LIST OF SPECIAL EXCEPTION USES IN THE CORE COMMERCIAL ZONING DISTRICT AND COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Smith explained the item in furtherance and noted that it is a two-part item. He provided a brief presentation[1] and explained that the City received an application from a business owner who would like to do a combination of light engraving as well as a craft brewery under the same roof as part of their business plan. It was realized that the C-C Zoning District does not allow for light engraving. He explained that the general concept of C-C is to allow light commercial type uses and staff felt that light engraving would be appropriate there. This would need to be a Special Exception and would need to come before the Board of Adjustment.

Mayor Blake opened the hearing to the public.

There being no questions or comments the public portion of the Hearing was closed.

[1] Exhibit A: Zoning Text Amendment PZ-22-00000021

*** Motion by Deputy Mayor Hearn; Seconded by Mayor Blake, to approve Ordinance No. 15-2022 on First Reading.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at 1301 Jackson St., be reduced to $3,072.88 as recommended by the Code Enforcement Board. (22-645). (Chief of Police)

Mayor Blake asked Chief Collier to clarify that the amount being requested would cover administrative costs. In response, Chief Collier replied affirmatively.

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the item with discussion.**

Deputy Mayor Hearn asked Chief Collier if all of the issues that were cited are resolved. In response, Chief Collier replied affirmatively.

Councilmember Goins noted he had some questions for the applicant, Katherine Crittendon. He clarified that this was in regard to the Arlington Apartments. In response, Ms. Crittendon replied affirmatively. Councilmember Goins stated that while he does not have an issue with the reduction he does have an issue with the lack of parking on the premises and pointed out that parking has been an ongoing issue for a while.

Additionally, he has spoken with several residents there and they feel as though they are not being taken care of and are being left behind. He asked Ms. Crittendon to look into the issues further and to make sure the residents are being properly cared for. He offered to provide her with his contact information.

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the current Code Enforcement Lien reduction for the property located at 1050 Olive St., the Code Enforcement Board recommended that the lien be reduced to $0, staff recommended it be reduced to cost $1001.88. The Code Board reduced the amount to $0 due to several issues with the Code case including the violator’s date of compliance. (22-647). (Chief of Police)

Mayor Blake noted that he feels at the very least administrative costs should be covered because there were violations occurring at this property for eleven years.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve that the lien be reduced to $1001.88.**

Mayor Blake invited the applicant to the podium to speak on the case.

Steven Wagner, 559 Piazza Pt., Oviedo, Florida explained that the Code Board realized there was an error in his Code case. There was no correspondence that took place between the Code Enforcement Board and himself. The Code Enforcement Board did not have record of the documents from his case and he went back and pulled up the permits that he had pulled with the Building Department to renovate the house. Additionally, the cases were opened and never closed and so he incurred running liens and had no idea.

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve the requested 2023 street closures in association with the proposed Special Events. (22-663). (Asst. to the CM/ PIO)

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve the item.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve a Resolution providing for a waiver of building permit fees for six months from December 13, 2022 related to building or structural damage caused by Hurricane Ian and/or Hurricane Nicole. (22-723). (Community Services Director)

Ms. Neuterman explained the item in detail and verified that an interested applicant must still come in and fill out the appropriate documentation. The fees will be tracked and staff will bring back a report at the end of the six months.

Additionally, if Council feels the need to extend the waiver of building permit fees at the end of the six-month period they can do so at that time.

* **MOTION by Councilmember Koss; Seconded by Councilmember Dyal, to approve the item.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2023. (22-714). (Administrative Services Director)

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to keep all appointments the same.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

~~6. Consider the Appointment of Nicholas Boardman, Josue Otero or Lisa Chance to fill a Regular member seat and two Alternate member seats. (22-631). (Administrative Services Director)~~ TABLED

7. Consider the Reappointment of Aleck Greenwood on the Planning & Zoning Board through November, 2025. (22-721). (Administrative Services Director)

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to approve the item with discussion.**

Councilmember Koss raised a concern regarding conflict of interest. She noted that this is not personal, however Mr. Greenwood has recently hired a lawyer and the City has since received a letter threatening a lawsuit. She added that she is also aware that he represents a lot of development interest in the City and these are some of the concerns that she has in considering his reappointment to the board.

City Attorney Garganese provided clarification and noted that all board members are subject to voting conflict laws and all board members have a personal responsibility to identify their potential personal conflicts so that they can be evaluated and it can be determined as to whether or not they need to abstain from voting or if they can be allowed participate.

AYES: Blake, Hearn, Dyal, Goins
NAYES: Koss

THE MOTION CARRIED (4-1)

~~8. Consider the Appointment of Four of the Following Applicants to Fulfill Vacancies on the Planning & Zoning Board: Merrybeth Burgess, Tammy Carter, Celeste Corrado, Frank Manfredi, Wesley Park or Katherine Stewart. (22-730). (Administrative Services Director)~~ TABLED

9. Confirm the Mayor's Reappointment of Mr. Thomas Cole to the Housing Authority of the City of Cocoa through December 31, 2026. (22-731). (Administrative Services Director)

*** MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve the item.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Ordinance No. 16-2022/1st reading: Related to Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan Section 2-197, Pre-Retirement Death; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (22-667). (Administrative Services Director)

City Attorney Garganese read the Ordinance into the record as follows:

ORDINANCE NO. 16-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-197, PRE-RETIREMENT DEATH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Ms. Gemmati provided a brief explanation of the item.

*** MOTION by Councilmember Dyal; Seconded by Councilmember Koss, to approve the item.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Resolution Amending the FY23 Budget (BAF23-023-T) in the amount of $12,229, for the purchase of four (4) cameras to be installed on the exterior building of the Dr. Joe Lee Smith Center for the purposes of recording activities in

and around the pool, basketball court and parking areas. (22-706). (Community Services Director)

Mayor Blake asked if this item could be extended to add cameras at the old building as well.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve the item up to $24,458 dollars to cover the costs for eight cameras.**

City Manager Whitten provided clarification and suggested that if the Council desires to add additional cameras that they make a motion to approve up to the amount needed to cover the costs for eight cameras.

* **MOTION AMENDED by Mayor Blake; Seconded by Councilmember Goins, to approve the item to cover the costs for eight cameras.**

Ms. Bowman pointed out that the motion should include all necessary budget actions.

* **MOTION AMENDED by Mayor Blake; Seconded by Councilmember Goins, to approve the item to cover the costs for eight cameras and include all necessary budget actions.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve for the removal of the damaged waterfront day slips during Hurricane Nicole to TSI Disaster, Inc. Authorize the City Manager to approve the Task Order under RFQ-18-15-COC-C and issue the related Purchase Order TSI Disaster, Inc. Approve the related Contingency Resolution for any Task Order Modifications and related Change Orders, not to exceed 20% or $16,400 of the total project cost, for a total project cost of $98,400. (22-717). (Public Works Director/Interim Growth & Economic Development Director)

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve the item.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve a Resolution Amending the FY23 Budget, BAF#23-029-A. Approve a Resolution Waiving Competitive Bid. Authorize the City Manager to issue a

Purchase Order in the amount of $269,920 to South Florida Emergency Vehicles (SFEV) for a 2020 Fouts Four Mini Pumper Fire Apparatus.

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn, to approve the item.**

Ms. Bowman wished to point out that the budget amendment notates that staff will be using a reserve that the City has in Fund Balance for capital replacement, however the policy states that a plan must be in place for replacement and utilization of the money so staff will be changing that a little bit and taking it out of unassigned Fund Balance.

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 10/31/2022. (22-671). (Finance Director)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 11/30/2022. (22-722). (Finance Director)

X. Reports:

Greg Stoll, Space Coast TPO representative, wished to share that FDOT will be proceeding with their intelligent transportation improvement system on the beachline. There will be cameras, signs, etc.

Mr. Stoll shared statistics from the State of the System annual report. For the top ten vehicle crash severity intersections, Cocoa came in at number 7 at SR520 and Clearlake Road with 450 accidents. Additionally, the highest roadway volume in Cocoa starts at US1 from SR520 south into Rockledge at 34,000 day trips.
He shared that every Saturday at 12pm at the Brevard Museum families can bring their children to come see and play with high-tech train toys.

City Manager Whitten shared that Ms. Katie Ennis is sitting in for Mr. Walsh this evening because he is in Palatka making sure that the St. John's Water Management District will approve the City's Consumptive Use permit for another twenty plus years. This permit allows the City to draw and sell water.

Ms. Senger shared that the City of Cocoa is the winner of the Cocoa/Rockledge Food Drive and presented the trophy that the City received. She thanked everyone who was involved and donated to the cause.

She pointed out that the Cocoa Village Boat Parade raised over $5,000 dollars which went to the Central Brevard Sharing Center which helped to stock their shelves for the holiday season.

Additionally, she mentioned that the City's Utilities truck won first place in the Holiday Parade. The City also has a new Toy Drive partner which is Brightline.

Chief Collier wished to point out that the City's Toy Drive received the most donations this year than it ever has. He also shared that Shop with a Cop is tomorrow starting around 9am at the Cocoa Walmart.

Councilmember Koss shared a series of photos from the Holiday Parade and the Cocoa Youth Athletic Corporation award ceremony.

Additionally, she talked about the Space Coast EDC and shared information about their online survey for branding. She discussed the Feasibility Study for alternate WWTP with a consolidation option to include a multi-phase approach for stakeholders.

She provided an update regarding the Space Coast TPO and pointed out that they voted to "box funds" for 7.4M in FY27 and 8.1M in FY28.

She talked about the Clearlake Road widening project and noted that the Florida Turnpike Enterprise is looking at a new lighting system, fiber optic backbone and dynamic message signs.

Lastly, she shared photos from the new Brevard Museum Train Exhibit.

Deputy Mayor Hearn shared some photos from the Children's Christmas Party where he had the opportunity to portray Santa as well as photos from the Cocoa High Tigers game in Tallahassee.

Furthermore, he shared some photos from the City's Space Coast League of Cities dinner last night and noted that there was a celebration in honor of the Mayor's appointment as Florida League of Cities' 2nd Vice President.

Lastly, he shared photos of vandalism on some of the City's signs and he thanked Public Works for cleaning them up.

He noted that there will be a parade on Rosentine Street for Cocoa High's football team on January 7th. He asked Ms. Senger if a road closure will be needed. In response, she explained that a road closure would need to be approved by Council.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve the road closure.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mr. Smith pointed out that staff will also need to coordinate the closure through the County.

Deputy Mayor Hearn shared that PAL will be having their annual Christmas Party on December 16th if anyone is interested in attending.

Councilmember Dyal talked about the Holiday Parade and thought it was a great event. They threw candy canes and dog treats to the viewers who came to see the parade.

He mentioned the Space Coast League of Cities' Dinner and thought it was a big success. The food was good and there were a lot of great donations for door prizes. He thanked everyone who contributed a donation and also to the Dirty Oar Brewing Company for providing the beer.

He wished everyone a happy holiday season.

Councilmember Goins shared a short video and several photos of various events that he attended. He talked about the importance of young people and pushing as much positivity on them as possible.

He spoke to Chief Collier and the challenges he is facing. He stated that he would like to state publicly that he appreciates the Chief and supports him. He asked the Chief to clarify some numbers that have been put out on social media.

In response, Chief Collier shared that it is important that accurate data is being put out to the public and FDLE will always provide that data. They provided the most current data which shows that violent crime data is down eighteen percent.

Councilmember Goins thanked Council and staff and is looking forward to moving forward with accurate information and positivity.

Mayor Blake shared photos from the Cocoa High Tigers game in Tallahassee and talked about their determination to win.

He attended the annual Florida PAL awards ceremony and shared photos from the event.

He wished everyone a happy holiday season and asked everyone to buy local, shop local and stay local.

XI. Adjournment:

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to adjourn the Regular meeting of December 13, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:10 p.m.

_____

Michael C. Blake, Mayor

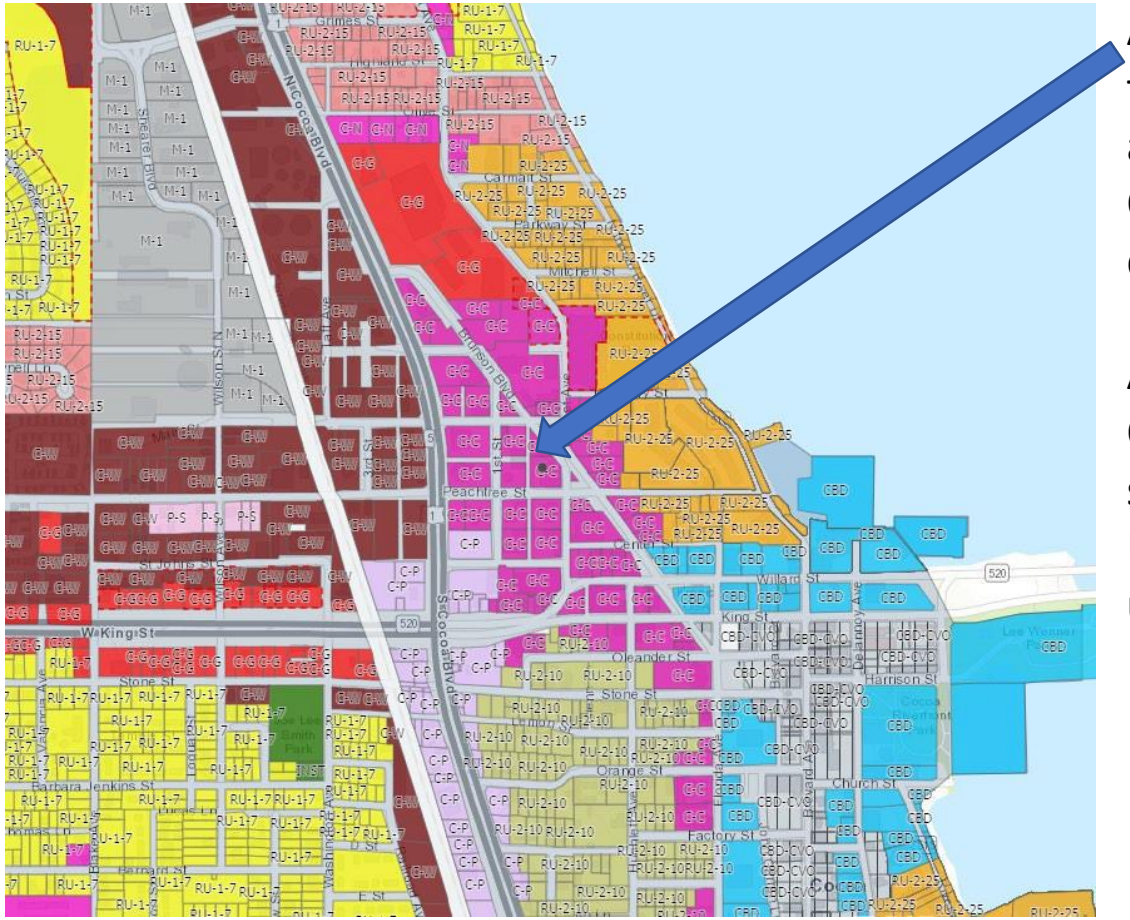
ATTEST:

_____

Carie Shealy, MMC, City Clerk
(Transcribed by M. Arsenault, Asst. City Clerk)

PZ-22-00000021 - Zoning Text Amendment – printing, engraving, and related reproduction uses; and craft breweries.

COCOA
FLORIDA

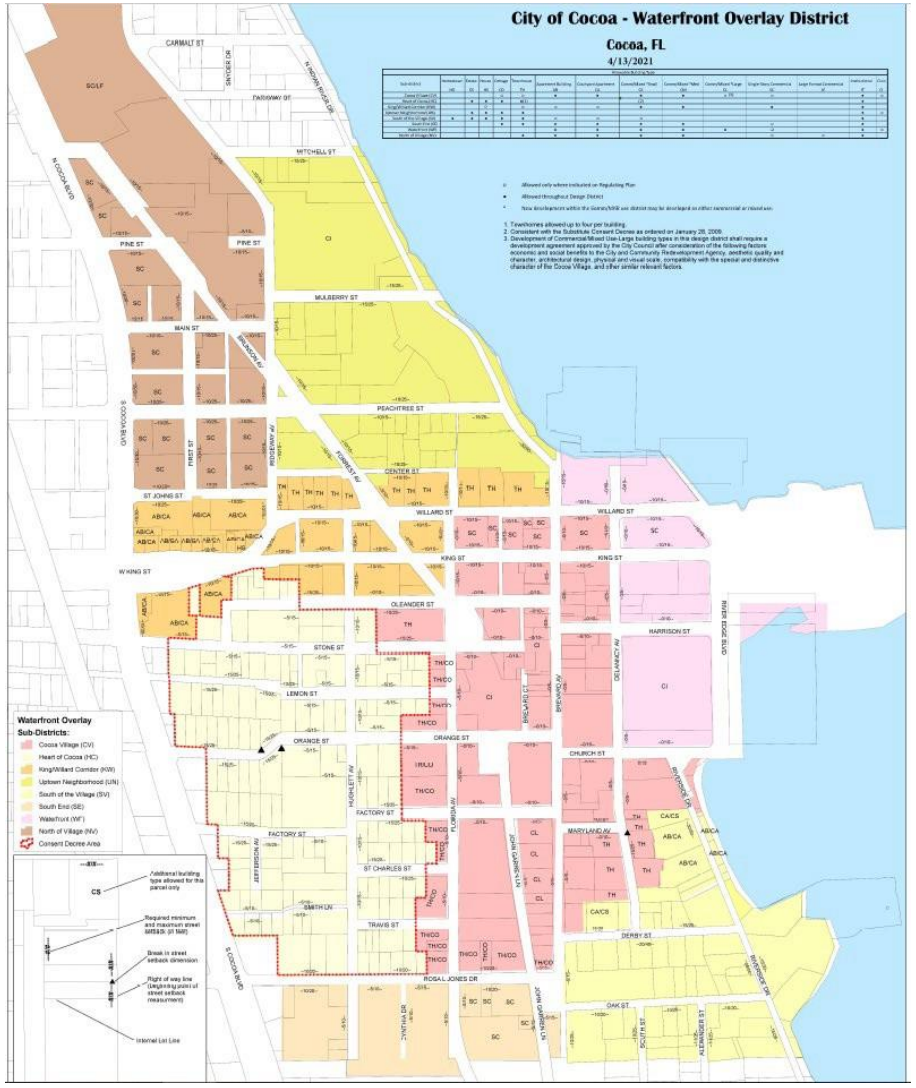


Allows printing, engraving, and related reproduction uses within the C-C Zoning District as a Special Exception. Printing, engraving and related reproduction uses will also be added in the Waterfront Overlay as a Special Exception where C-C is the underlying zoning district.

Allows Craft Breweries as a Special Exception to the Waterfront Overlay where C-C and CBD are the underlying zoning districts, subject to the conditions of each underlying zoning district. Updates the Waterfront Overlay to be consistent with C-C and CBD underlying zoning.

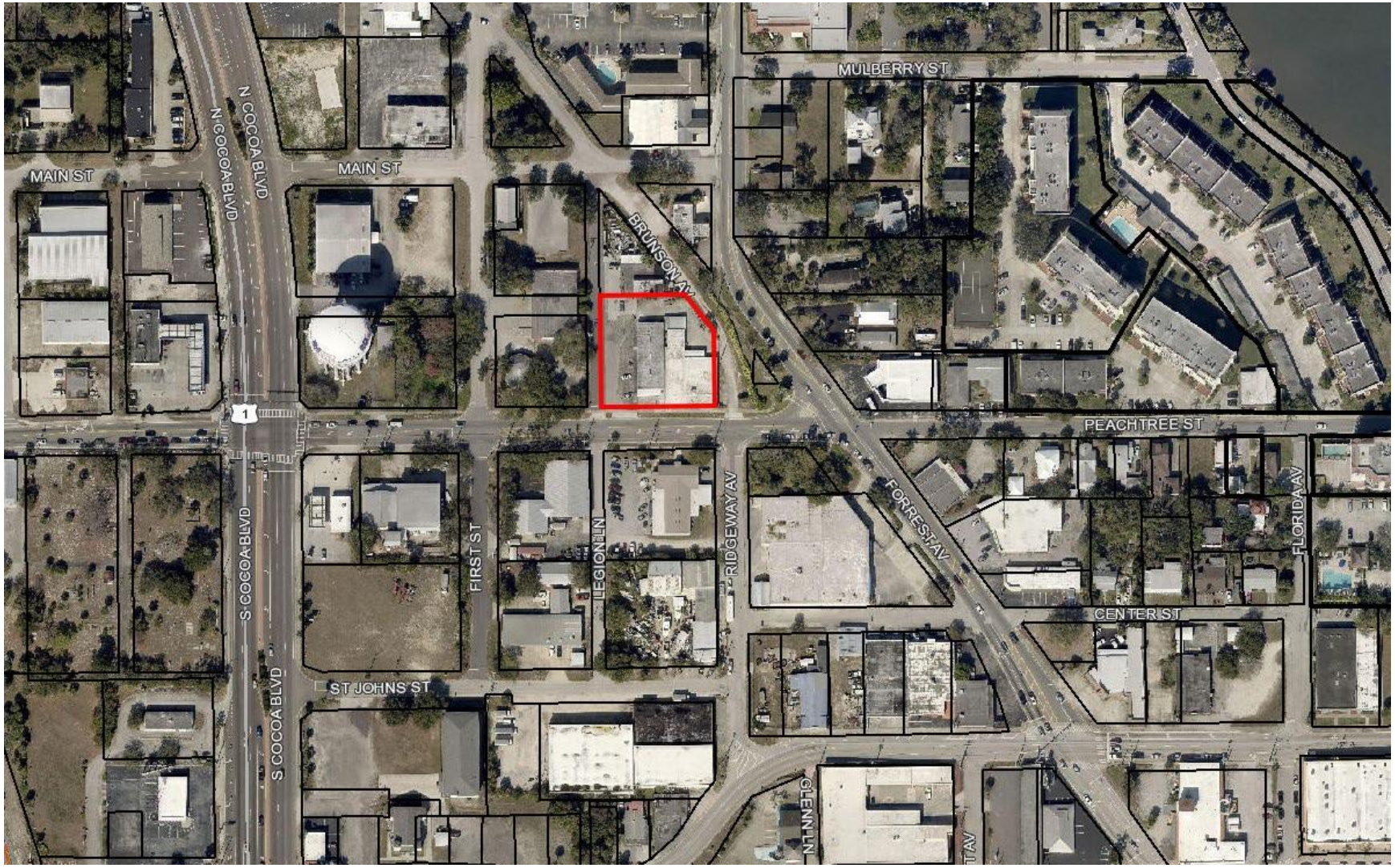
PZ-22-00000021 - Zoning Text Amendment – printing, engraving, and related reproduction uses; and craft breweries.

COCOA
FLORIDA



PZ-22-00000021 - Zoning Text Amendment – printing, engraving, and related reproduction uses; and craft breweries.

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Legislation Details (With Text)

File #:	23-122	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	2/15/2023			**In control:**	City Council
On agenda:	2/28/2023			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of January 24, 2023, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-24-2023 Minutes ADA.pdf E-Comment submitted by K. Lortie (Delegations).pdf E-Comment submitted by K. Lortie for Item VII.2				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 15, 2023
Agenda Date: February 28, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of January 24, 2023, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves the minutes of all its meetings following transcription.

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of January 24, 2023, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

January 24, 2023

A Regular City Council Meeting was held on Tuesday, January 24, 2023, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:05 p.m.

Deputy Mayor Hearn provided the invocation and V-Cops led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Samantha Senger, Asst. to the CM/PIO; Evander Collier, Chief of Police; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Mitch Lawyer, Technical Services Supervisor; Bryant Smith, Public Works Director; and Lisa Richardson, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of January 24, 2023. (23-57)

2. Minutes: n/a

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve the Agenda as presented for the Regular meeting of January 24, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

None.

IV. Delegations:

Steve Murphy, Cocoa resident, spoke in detail about the traffic issues on SR 524. He mentioned the recent approval of the Allegra affordable housing complex in the area as well. He further noted that there was a report done by FDOT in 2021 and numbers are different because they were taken during the height of Covid. He advised that new development requires new traffic studies to be completed and he pointed out issues with the way they are done. Lastly, he stated that the SR 524 expansion is not slated until 2041-2045. There is also a public safety issue.

Mayor Blake assured him they were addressing the traffic issues and Councilmember Dyal has been attending meetings as it is his district.

Kristin Lortie, Cocoa resident, spoke about the importance of the City Manager's evaluation which has not taken place as he is in his second year of service. She felt it was imperative for Council to fulfill that portion of his contract and she pointed out that the prior City Manager was evaluated. She wrote to Council and said for the record that this contract clearly states that an evaluation is required on an annual basis. A comment was put on record in October and she has reached out again and has received no comment. In closing, Ms. Lortie advised that she was following up with a complaint to the Ethics Commission, Florida Association of City Managers, Space Coast League of Cities, etc.

Mayor Blake noted that for the record, he has worked with five city managers, Mr. Seawell, Mr. Holt, Dr. Fettrow, Mr. Titkanich, and Mr. Whitten, and has provided verbal evaluations multiple times. He voiced his support for the city manager.

John Verdi, Melbourne resident, is the founder of the non-profit “Hey, Blue!”. He explained what the non-profit does and he thanked Chief Collier and Councilmember Goins for participating in an event that they had. He spoke about the event in detail and reiterated his appreciation to them for their support.

Councilmember Goins thanked Mr. Verdi as well and spoke about his appreciation for Officer Collins and the Chief of Police for bringing them into the policing world.

Linda Gombert, Cocoa resident, spoke about the State of the City meeting and while she believes it is a good idea, she cannot imagine why Town Halls would be taken away. Town Halls give citizens an opportunity to interact with councilmembers in a more relaxed way then trying to speak at a council meeting. This would take away another way to not hear the citizens and what they have to say.

Mayor Blake stated that he walks all four districts thoroughly and Councilmember Koss was just in his district. He attends multiple meetings, various school functions, and many other events. Other councilmembers also do community events, walks, etc.

Councilmember Koss advised that in District 4 there are people who come to town halls that do not attend council meetings. She feels that they need that venue for citizen participation. She further pointed out that the agenda item had been amended to state that it was not in lieu of town halls.

Mayor Blake stated that it was not stated that you could not have a town hall meeting, if you would like to have one you can request a town hall meeting.

Deputy Mayor Hearn appreciates Ms. Gombert’s concern but advised he has had a town hall and only had four people show up; however, he is in favor of them.

Councilmember Goins spoke on the assumption that councilmembers do not want to be in front of citizens. That is not true because they want to be in front of citizens. He felt that this item did not say that town halls would be disbanded or done away with. It is Council’s job to have a dialogue and that is why it is on an agenda. He is for town halls; however, he may not label his as a town hall, it may be called something different.

Mayor Blake reiterated that no one said you cannot have a town hall meeting.

Roshaun Weaver, Cocoa resident, questioned the playground equipment at the Moore Center on Blake Avenue and stated that it was not being used. She is opening a daycare and asked if the useable equipment could be donated or if they could purchase it.

Councilmember Goins explained that Mr. Weaver contacted him last week about the playground and the conversation had started when Ms. McLaughlin wanted the equipment removed. He would like the same conversation to happen as it did with the repurposing of the tarp to the carwash.

City Manager Whitten shared that there was a process and explained how it would work. If it was Council's direction they could certainly do it. Additionally, Mr. Smith noted that there were going to demo it and take it to the recycling center. They would have to evaluate it to see its' worth but could bring back an agenda item.

Mr. and Mrs. Weaver thanked Council.

Mayor Blake read a statement in support of Chief Collier, City Staff, and the City Manager:

"As Mayor of the great City of Cocoa, I will continue to lead this community based on our values of respect, integrity, accountability, excellence and professionalism. I have been a trusted pillar of this community through my many years of service to the great citizens of Cocoa and my 20 plus year career to our young residents of Cocoa as a teacher. The residents of Cocoa have entrusted me to lead this community for over 20 years because they know me and know my passion for Cocoa and no one will tarnish that passion and the success we have had over those years. In 2021, we were tasked by the members of this community and the employees of the Police Department to hire our next Police Chief that would bring accountability to our community and to the department. Chief Collier has done that and continues to do that every day with the hardworking officers of the Cocoa Police Department. I will not let a small group of mostly non-residents deter us from our mission of putting our community first and demonstrating excellence. Chief Collier and the great men and women of the Cocoa Police Department have fought through a year of adversity and continue to provide exceptional public service to our great residents. Our Cocoa Police Officers continue to ensure a safe community for all of our residents which resulted in a decrease in crime in 2021. Even though the nation has seen a trend of rising crime rates over the last year, the current statistics show that we will continue to see a decline in 2022 crime rates. I am disappointed to see a few of our own employees fighting so hard against a leadership that is determined to bring positive results to our community instead of embracing change for positive results. I will not let false information and threats deter us from providing

exceptional public services to our residents. It is what they deserve and what they elected this Council to provide. We support the leadership of Chief Evander Collier of the Cocoa Police Department and will continue to stand behind him and the Cocoa Police Department as we work with our residents to build a better Cocoa."

Deputy Mayor Hearn announced that Chief Collier has his support and asked if anyone on the dias felt any different and if they did, then now was the time to state it.

V. Consent Agenda:

(A) General Consent Items:

1. Approve Participation in a Cooperative Purchase Agreement with Ring Power, Palm Bay, Florida, to Provide Annual Maintenance and Technical Analysis Services for Twenty-Two (22) Generators Operated by the Dyal Water Treatment Plant Utilizing the Sourcewell Contract RFP #092222, effective December 6, 2022 through November 22, 2026, not to exceed $90,000 each year upon the Adoption of the FY24-FY27 Budgets; The Contact May be Extended by One Additional Year; To Authorize the City Manager to Execute the Service Agreement(s), Amendments, and Purchase Orders for each Fiscal Year; Approve a Contingency Resolution of $20,000 for FY23 and Authorize the City Manager to approve Change Orders for emergency repairs should they be needed. (23-21). (Utilities Director)

2. Announcement of Mayor Blake to Attend the Florida Black Caucus Annual Conference from March 2, 2023 - March 3, 2023. (23-59). (Administrative Services Director)

3. Approve the Evaluation Committee's Ranking for the following Continuing Services Agreements: Architectural, General Civil Engineering, and Traffic Engineering Services According to RFQ Q-23-01-COC. Authorize the City Manager to Negotiate the Multi-Year Contract Terms and Conditions. (23-60). (Public Works Director)

(B) Multi-Year Contracts:

None.

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve the Consent Agenda.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1 Conduct a Public Hearing to review the real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee simple title that is appropriate for permanent affordable housing. (23-55). (Community Services Director)

Ms. Neuterman explained this was to review the real property list to which the City holds a title that is appropriate for affordable housing. She explained what the Florida Statutes state in regards to this item and noted that after the approval the property may be placed for sale, sold, or used for affordable housing. Additionally, all forty-two (42) properties listed are vacant and there are twenty (20) platted for the Michael C. Blake subdivision and must be developed for the purposes of permanent workforce housing. Staff is asking for the list to be approved so that they can move forward with the sale and disposal of properties.

Councilmember Goins was concerned with the other twenty-two (22) being locked into one particular non-profit or developer. In response, City Manager Whitten advised that staff has the same concern and reminded Council that they approved a starter project with Community Housing Initiatives. They will do four to five homes and then staff would go back to the drawing board to determine how to proceed with the others.

City Manager Whitten wants Council to see the terms and conditions that customers will bid on, as well as parcels they will bid on so he prefers to bring those back to Council. He mentioned the possibility of a reverter as well.

Councilmember Goins agreed as they do not want people sitting on these properties. He reiterated his concern with the product not looking the same or one group having all of the properties.

Councilmember Koss confirmed that the list being approved tonight was for the purposes of affordable housing. Staff responded in the affirmative.

Ms. Neuterman pointed out that there were two parcels that were not buildable and they would be offered for purchase to the property owners of the adjacent lots.

Deputy Mayor Hearn opened the hearing to the public[1].

Marla Purvis, Rockledge resident, asked if the individuals could seek this type of housing or it they would have to go through one of the suggested programs and if it would be mandatory or if they could just apply.

In response, City Manager Whitten advised that there would be income guidelines and if there was a property that a person desired they would not necessarily say they had to be in the program.

There being no further response, the public portion of the hearing was closed.

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve Resolution No. 2023-009.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Consider the reappointments of Crystal McQueen and Amy Robinson to the Diamond Square CRA through January 30, 2027. (23-40). (Administrative Services Director)

Ms. Neuterman pointed out a scrivener's error on the agenda item noting that Ms. Robinson will be fulfilling Seat #1 and her term will be another one-year term and will expire January 30, 2024 and Ms. McQueen will be fulfilling Seat #3 and her term will be a three-year term through January 30, 2026.

She noted that the Diamond Square has an interlocal agreement with Brevard County.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve the Reappointments of Crystal McQueen and Amy Robinson to the Diamond Square CRA.**

AYES: Blake, Hearn, Dyal, Goins, Koss

[1] Mayor Blake stepped out of the meeting.

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consideration of the 2023 City Council meeting date additions and cancellations. (23-46). (Administrative Services Director)

City Manager Whitten advised that this item is presented yearly for Council's review so that the calendar can be updated with additions and cancellations and so that citizens can be made aware of meetings with appropriate notice. It was his thought to have a State of the City with individual district read outs and was simply a suggestion of himself and staff. He requested that if they decided to do town halls that they give staff enough time to prep for those.

The State of the City could be rotated if they wished to have one and he reiterated that this was a suggestion, as are all of the other meetings and cancellations in the item.

Councilmember Koss pointed out that the third Tuesday of October has always been the traditional date of the District 4 Town Hall. A State of the City has been in January or at the beginning of the year. She had no idea that they were taken off of the calendar last year. She has neighbors and others who only attend town halls. She would like to continue with her meeting.

City Manager Whitten advised that the date had been chosen due to it being the beginning of a new fiscal year and end of a fiscal year. Additionally, it has been a mixed bag with town halls. Staff is not resistant to them, as they have been trying new things. He provided the example of the Annual Economic Development Update which is tomorrow night instead of the traditional breakfast.

Councilmember Koss does not mind a State of the City but not at the expense of a town hall meeting. She further asked about the second bulleted point regarding the Mayor's travel and why the meeting would be cancelled if there is a Deputy Mayor.

Mayor Blake advised that with four people things can end up in a tie, but was fine with having a special meeting on another date. She agreed that a tie was a possibility and was proud that he was participating in the conferences listed.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Hearn, that if any member on the dias has a conflict or another important meeting or event that they must attend and miss a council meeting, that there is an option to plan a special council meeting to replace it.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Kristin Lortie, Cocoa resident, supports Mr. Whitten's suggestion of dates for town halls; however, she does not hear a date for the State of the City. She believed it would be good to have in the beginning of the year. She read a statement from an email that she sent to City Council and further noted that Councilmember Koss was the only one who had a town hall last year. Lastly, she stated that the February workshops were not being defined as to what they are.

Deputy Mayor Hearn pointed out that he and Councilmember Goins had community meetings in 2022 and Ms. Lortie had attended one of his meetings.

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve the item, and to find a meeting date in October for a State of the City and to keep October 17th as the District 4 Town Hall meeting.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

None.

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. FY 2023 Budget Adjustment Report. (23-23). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (23-24). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (23-25). (Finance Director)

4. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 12/31/2022. (23-36)

5. FY22 Surplus Revenue from Auction Sales Report. (23-50). (Finance Director)

6. City Council Bi-Weekly Report (January 1-18, 2023). (23-61). (City Manager)

7. Report to Council of the Local Preference Award Listing for FY22. (23-62). (Finance Director)

X. Reports:

Ms. Senger announced that there will be UpStart Cocoa business informational sessions on January 30th. One will be held in the morning and one will be held at night. The application process will be open soon and will be open through March 15, 2023.

Mr. Smith explained in detail how both traffic studies and concurrency works. He noted that Cirrus did submit a report but Allegra has not. A traffic study is included when a project is approved. He further stated that as we all know, SR 524 is nearing capacity. The difficulty that Cocoa has is that it would be widening the whole roadway. He assured everyone that they are strategizing and working out how they can fix the issues.

Mr. Smith further pointed out a few grants that they were notified about and they are hoping more funding becomes available so that more projects can be completed through DEP.

City Manager Whitten mentioned a partnership with Representative Sirois and the Brevard Health Alliance and converting the old Joe Lee Smith Center into a health center for the Diamond Square residents. They are both committed to this and he believed it would be a good thing for the Diamond Square community. He asked for a consensus from Council to allow him to submit an appropriation request to Rep. Sirois for support for the partnership and conversion.

*** CONSENSUS AMONG COUNCIL FOR THE CITY MANAGER TO SUBMIT AN APPROPRIATION REQUEST THROUGH REP. SIROIS FOR SUPPORT FOR THE PARTNERSHIP BETWEEN REP. SIROIS, BREVARD HEALTH ALLIANCE AND THE CITY OF COCOA FOR THE CONVERSION OF THE OLD JOE LEE SMITH CENTER TO A HEALTH CENTER FOR THE DIAMOND SQUARE COMMUNITY.**

Councilmember Goins asked Chief Lamm to elaborate on a statement made earlier in the day by Commissioner Tobia that was incorrect information. He further explained that the City had been sent a letter on December 6th and staff did not return an answer to him as quickly as he would like, but Chief Lamm would explain.

Chief Lamm advised that he had prepared a statement for Commission Tobia. He explained that he had questions in regards to the information received by the City of Cocoa which was regarding the termination of the MOU for Intergovernmental Radio Communication Program. He was worried that there was nothing solidifying that this committee would be somewhere else and in order to protect Cocoa and to ensure that Cocoa still has a say so, he would not reply until it was in writing. On December 6, 2022 a letter was received and at the bottom it stated that a new committee would be solidified. Therefore, due to the holidays and with the months of December and January being so busy, there is an item in regards to this on the February 14, 2023 agenda. He is aware that it is prudent and understands what the County is doing but he reiterated that he wanted that information solidified.

Councilmember Goins spoke in regards to the Diamond Square CRA and asked for a consensus to request an increase of time to the Diamond Square CRA board.

Ms. Neuterman pointed out that the Interlocal Agreement expires in 2032.

* **CONSENSUS FOR THE CITY MANAGER TO WORK ON COMMUNICATION WITH BREVARD COUNTY TO INCREASE THE TIME FOR THE DIAMOND SQUARE CRA BY NINE YEARS.**

Councilmember Goins provided photos of events he has attended such as the Martin Luther King, Jr. Day March and the Hey-Blue! Event. He commended Chief Collier once again for everything that he does and stated that sometimes being uncomfortable can bring success.

In closing, he announced an STD/HIV testing event on February 20th at the Joe Lee Smith Center and hoped to get the Fire Department involved as well.

Councilmember Koss provided a presentation on District 4. She spoke about the Indian River Lagoon and the ½ cent sales tax and what those monies were intended for or have been used for. She pointed out that 2/3 of the dollars go towards septic to sewer and stormwater projects and believed it was a good time to think about the 750 septics in the Cocoa WWTP service area, including the J & K septic to sewer.

She shared that at the last meeting she voted in support of the new housing project but felt that because state funding for the project is not involved, the City would be the entity responsible for continually monitoring and enforcing the rental rate

restrictions each year for the life of the project and this could post potential unordinary labor and enforcement challenges for the City.

City Manager Whitten advised that the housing project is project specific and they would have to go through site plan review and a developer's agreement; however, that does not complete a project as it is the first step in a multi-step project.

Councilmember Koss further spoke about the Planning & Zoning Board appointments and she pointed out the statistics.

They had agreed they wanted a demographical and diverse board. There were five men and five women who applied. The end result of who was appointed was not equal in demographics or diverse. She felt that the decision was fast and she felt it was stolen and that they did not get the result that even the Mayor asked for. She noted they can see the result and they could correct this because neither she or Deputy Mayor Hearn got a nominee.

Mayor Blake advised that Mr. Parks is fixing to move into District 4 and Mr. Chabot and Mr. Simpson are also in District 4. Discussion was held on where these members reside.

Councilmember Koss stated that they had a process and did not follow it.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Hearn, to rescind what they did at the previous meeting and go by the process they agreed to so that each councilmember has an appointee, for discussion.**

Councilmember Goins stated that the only issue he had was regarding Chris Bankhead as his application was walked on but he found out that he owned property in Cocoa. Once he clarified with the City Clerk where the property was his argument was null and void.

He noted that if someone would have stood up and said something at the meeting they could have but here they are two weeks later asking to do something that could have been done that night. He does not want to complain about it now as the decision was made. They all have to be prepared when the Mayor or anyone else makes a motion and he is speaking for himself as well. Councilmember Goins agreed that the majority of the members are in District 1 but once that the decision is made they need to be prepared to make arguments and to be strategic.

Councilmember Goins asked if the Board application could be updated to list the address if they state they own property in Cocoa. The City Clerk agreed that could be done.

Mayor Blake called the question.

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED (5-0)

AFTER A QUESTION WAS POSED ABOUT THE MOTION AND AT THE REQUEST OF MAYOR BLAKE, CITY CLERK SHEALY RESTATED THE MOTION AND MAYOR BLAKE CALLED THE QUESTION AGAIN.

THE VOTE ON THE MOTION WAS:

AYES: Koss, Hearn
NAYES: Blake, Dyal, Goins

THE MOTION FAILED (2-3)

Councilmember Koss shared the City's core values and believed that Council should follow them. Additionally, she mentioned the City Manager's evaluations and noted that she had suggested using the same form that the City Manager's Association uses but is open to anything. She does feel that needs to be addressed or the contract needs to be amended.

Lastly, she stated that the Zen Room in Cocoa Village is closing and she thanked Cathy Johnson for providing solace to the community.

Councilmember Dyal attended the Martin Luther King, Jr. Day march for the third time and it was a great event. He enjoyed all of the speeches and was glad that he was able to attend.

He mentioned that there are a lot of things to work out in the City and it will be done at the upcoming workshops. Staff is doing a great job and if there is anything he requests or needs done it happens immediately or the next day. He has no complaints.

Deputy Mayor Hearn informed the public about the upcoming Literacy Night at Cocoa High School. It is this Friday night and starts at 5:30 p.m. It is a family event.

Deputy Mayor Hearn spoke about 800 N. Fiske Boulevard and that there are about ten or eleven people that were given their condos. They are either disabled or are veterans and are now being mandated to come up with around $7,000 each to fix the roof. They will probably raise money in the community or hire an attorney for those owners. He asked if anyone was willing to help to reach out to him.

He further mentioned that over the past couple of years crime has diminished in the area but has slowly been coming back. Today, he saw a Cocoa police officer patrolling the area. He stated they are being responsive to complaints and are working with the property manager to handle the complaints as well.

Deputy Mayor Hearn noted the crime rate that has decreased since the Chief has been in office. The statistics are there but there will always be crime. He commended the Chief and everyone who works at the police department. Additionally, there were no murders in 2022.

Lastly, he pointed out that there was a comment out there that the City does not care about crime. He advised that he likes to start with the kids and do early prevention. The Council, as a whole, rewarded money to the Boys and Girls Club and he encouraged all to come out and get involved.

Mayor Blake thanked all of the employees.

He spoke about an event at Mt. Moriah where the keynote speakers were Clarence Whipple, Jr. and Malissa Moore. They acknowledged her accomplishments.

In closing, he advised that if things do not go your way, firm up and convey your thoughts and change your way of thinking. If you do not do that, then every two weeks this is going to happen, but if you do your due diligence things will prevail.

He believes in the citizens, the City, the City Manager, and the staff.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to Adjourn the Regular meeting of January 24, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:12 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

From:	Kristin Lortie
To:	Carie Shealy; Carie Shealy
Cc:	Stockton Whitten; City Council
Subject:	Fwd: Delegations ecomment submitted for 1/24/23 council meeting - Cocoa City Council Not Completing City Manager Annual Evaluations
Date:	Tuesday, January 24, 2023 2:56:39 PM
Attachments:	image.png

Re-sending this email with the image corrected. Please use this email and disregard the prior email.

---------- Forwarded message ---------
From: **Kristin Lortie** <kristin.lortie@gmail.com>
Date: Tue, Jan 24, 2023 at 2:51 PM
Subject: Delegations ecomment submitted for 1/24/23 council meeting - Cocoa City Council Not Completing City Manager Annual Evaluations
To: Carie Shealy <cshealy@cocoafl.org>, <meetings@cocoafl.org>
Cc: Stockton Whitten <swhitten@cocoafl.org>, City Council <citycouncil@cocoafl.org>

Mayor Blake, City Council Members and City Manager Whitten,

I am writing to provide this delegation comment prior to tonight's meeting, and **request that my comment be included with the meeting minutes for the January 24, 2023 city council meeting.**

On July 19, 2022, in response to a records request for prior city manager evaluations from 2014 - 2022, I received an email from Assistant City Clerk Monica Arsenault that ***"there is not a current evaluation for Mr. Whitten."*** Records **were** available for the prior city manager evaluations from 2014 - 2020, and upon receipt of my payment to the city for $17.13, I received a 97-page attachment that included the evaluations of the **prior** city manager. The documentation demonstrated that **prior to the current tenure**, the City of Cocoa **did** conduct city manager evaluations.

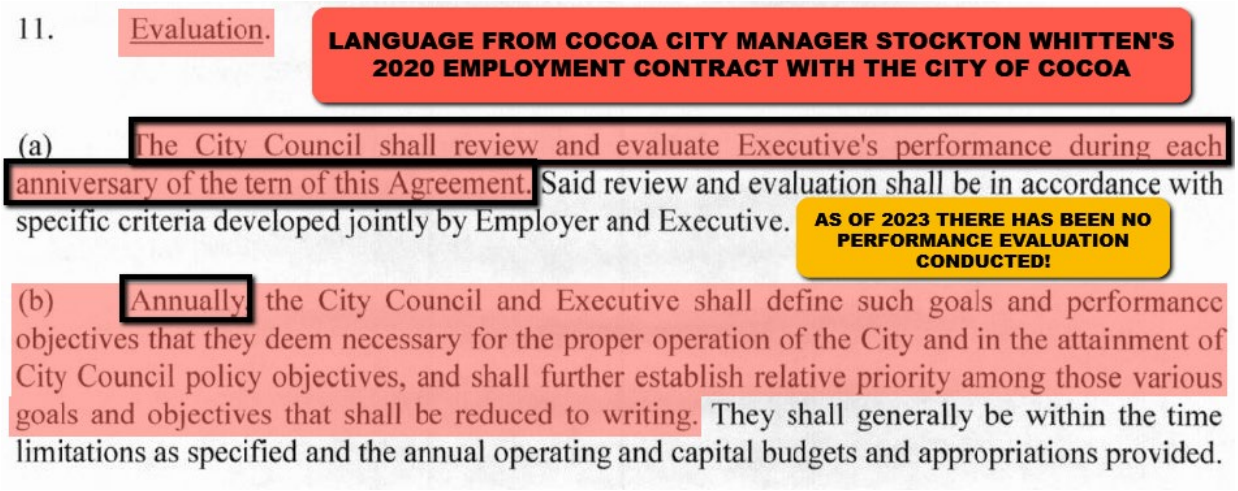
On October 25th, 2022, I submitted the following written statement to council members and Mr. Whitten:

*"**I SUPPORT** **council members in requiring annual performance evaluations for City Manager Whitten**, and that began his tenure in October 2020, be completed on an annual basis as per his contract agreement with the City of Cocoa. Mr. Whitten has not had his first evaluation with the city despite currently beginning his 3rd year of service.*

Council members' ongoing public silence on this matter reflects negligence in your duties in your administration of the city charter. If any of you have publicly called for Mr. Whitten's evaluation during a council meeting as a meeting agenda item, please do inform me of same."

I received no response to this emailed public comment sent to all city council members and City Manager Whitten on October 25, 2022. As of this date none of you have publicly called for Mr. Whitten's performance evaluation.

For your reference, below is the language from Mr. Whitten's contract regarding his annual performance evaluation and your requirements in administering his contract:



As per my comment emailed to you all on Sunday January 22, 2023 (below), and to which I again received no response, ***I will be following this written comment with an ethics complaint to the International Association of City Managers, the Florida League of Cities, and the Space Coast League of Cities, to inform the greater professional community that the City of Cocoa City Manager and all Cocoa Council Members are derelict in fulfilling this basic yet essential duty of city administration***.

I exhort City Manager Whitten and all city council members to initiate constructive action during tonight's meeting to fulfill this imperative of Mr. Whitten's contract with the City of Cocoa.

Acknowledgment of this delegations ecomment is requested from the city clerk.

Respectfully,
Kristin Lortie, ***Cocoa resident that believes in accountable, inclusive leadership in the City of Cocoa***

---------- Forwarded message ---------
From: **Kristin Lortie** <kristin.lortie@gmail.com>
Date: Sun, Jan 22, 2023 at 12:13 PM
Subject: Request for Status - City Manager Evaluation
To: Stockton Whitten <swhitten@cocoafl.org>, City Council <citycouncil@cocoafl.org>
Cc: Carie Shealy <cshealy@cocoafl.org>

Mr. Whitten, Mayor Blake, and City Council Members,

I am writing to request a status on Mr. Whitten's 2021 and 2022 evaluation and evaluation processes. I placed a comment on file with you months ago, and have seen no action since then regarding my concern.

Mr. Whitten began his tenure in October, 2020, and has yet to have a performance evaluation as of January 22, 2023. Mr. Whitten's contract states he will have an annual review, and which did occur during the tenure of Mr. Whitten's predecessor. Why is this process absent during Mr. Whitten's tenure as City Manager of Cocoa?

The current agenda for the 1/24/23 meeting does not have anything included on this topic.

The citizens of Cocoa have the right to expect that city leadership will conduct this important process on an annual basis, and especially for the position of highest authority in the city.

As a result of the ongoing negligence in duty of city council members and the city manager in fulfilling your contractual duties, I will be forwarding this complaint to the International City Manager

Association, the Florida League of Cities, and to the Space Coast League of Cities.

If there are any updates on this item I request to be notified promptly.

Regards,
Kristin Lortie, Cocoa resident that believes in accountable, inclusive leadership in the City of Cocoa

From:	Kristin Lortie
To:	Carie Shealy; Carie Shealy
Cc:	Stockton Whitten; City Council
Subject:	eComment for Item VII.2 - 1/24/23 Consideration of the 2023 City Council meeting date additions and cancellations
Date:	Tuesday, January 24, 2023 5:14:03 PM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Mayor Blake, City Council Members, and City Manager Whitten,

I am submitting this ecomment with a request for it to be added to the above-noted agenda item for tonight's 1/24/23 city council meeting.

I object to the "state of the city" meeting being held in lieu of the city town halls, and in October.

The abolition of the town halls, and where residents previously had the opportunity to interact with our city officials away from the Roberts Rules of Order formality of city meetings, demonstrates a further erosion of city leadership and opportunity for citizen participation under the current Cocoa administration.

It is worth noting that the month of October for the single city event places the proposed single "state of the city" event in lieu of the District 4 town hall, further shorting the residents of Cocoa's District 4 having their own town hall event, and which Councilwoman Koss was the only council member to host a town hall in 2022.

Further, the (2) February workshops are not defined, and there is no Community Conversation event being held to hear from and interact with the residents of Cocoa in an informal manner. For those interested in participating in a Community Conversation, I recommend the City of Titusville who will be hosting a Community Conversation on Saturday, February 4th at 9 a.m. that is open to anyone regardless of city. Unfortunately resident requests in 2022 for Cocoa to host a community conversation prior to the 2022 budget meetings were ignored by the City of Cocoa.

I request that the quarterly town halls be reinstated, that the city host one or more Community Conversation events to hear from residents, and that the city workshop content be clearly identified as a part of the agenda item.

Council members, please vote **NO** on the proposed agenda as presented in the agenda item, and require an inclusive 2023 agenda that includes the residents of Cocoa in quarterly town halls, city workshops, and community conversation events in 2023. Bring back participation for Cocoa residents in 2023!

I request confirmation that this comment has been received by the city clerk.

Regards,

Kristin Lortie, ***Cocoa resident that supports inclusive city governance in the City of Cocoa***

Legislation Details (With Text)

File #:	23-142	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/21/2023			**In control:**	City Council
On agenda:	2/28/2023			**Final action:**	
Title:	Presentation by the Emma Jewel Charter Academy Step Team. (Mayor Blake)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 21, 2002
Agenda Date: February 28, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Presentation by the Emma Jewel Charter Academy Step Team.

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Presentation by the Emma Jewel Charter Academy Step Team.

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Legislation Details (With Text)

File #:	23-137	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/21/2023			**In control:**	City Council
On agenda:	2/28/2023			**Final action:**	
Title:	Proclamation: "Teacher of the Year". (Councilmember Koss)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard Schools Foundation Teacher of the Year.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 21, 2023
Agenda Date: February 28, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Proclamation: "Teacher of the Year”

BACKGROUND:

The attached Proclamation is being presented to Ms. Pam Brockmeyer, a Math Teacher at Cocoa High School, who was selected as Brevard Schools Foundations’ Teacher of the Year.

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Proclamation: "Teacher of the Year”

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PROCLAMATION

WHEREAS, *Pam Brockmeyer has been teaching at Cocoa High School for twenty-four years. Prior to teaching at Cocoa High, she taught middle school in Palm Beach County for six years; and*

WHEREAS, *Ms. Brockmeyer has taught almost every math class that has been offered in Brevard County and currently teachers Calculus, Pre-Calculus, and Algebra II Honors; and*

WHEREAS, *Ms. Brockmeyer believes in making her classes fun and meaningful, and tries to relate math with the outside world, so that there is a better understanding as to why math has to be learned; and*

WHEREAS, *in addition to teaching, Ms. Brockmeyer is the coach for the girl's golf team, which she led to State in 2018. She is also an announcer for home games for the football team, and has served on the School Advisory Committee for twenty years; and*

WHEREAS, *in Ms. Brockmeyer's thirty years of teaching, she has seen her students flourish, whether it is with careers in the medical field or at the Space Center, or playing in the Super Bowl; and*

WHEREAS, *as Ms. Brockmeyer noted, "teaching is all about the kids. It is about planting a seed and watching as it grows over the course of years and even decades", and she has had the pleasure of watching many students grow and succeed throughout the years.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim Ms. Pam Brockmeyer, as the:*

"BREVARD SCHOOLS FOUNDATION TEACHER OF THE YEAR"

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 28th day of February, 2023.

Michael C. Blake

Mayor

ATTEST:

Lani Sealy

City Clerk

Legislation Details (With Text)

File #:	23-138	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/21/2023			**In control:**	City Council
On agenda:	2/28/2023			**Final action:**	
Title:	Certificates of Recognition to Cocoa High School's Class of 2023 Valedictorian, Jaden Edgecombe and Salutatorian, Angel Parham. (Councilmember Goins)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Jaden Edgecombe Certificate.pdf Angel Parham Certificate.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 21, 2023
Agenda Date: February 28, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Certificates of Recognition to Cocoa High School's Class of 2023 Valedictorian, Jaden Edgecombe and Salutatorian, Angel Parham.

BACKGROUND:

City Council is recognizing Cocoa High School’s Class of 2023 Valedictorian and Salutatorian.

- Jaden Edgecombe, Valedictorian
- Angel Parham, Salutatorian

Councilmember Goins brought this recognition forward as it is also the first time in history of having African American students as both the Valedictorian and Salutatorian in the same year at Cocoa High School.

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Certificates of Recognition to Cocoa High School's Class of 2023 Valedictorian, Jaden Edgecombe and Salutatorian, Angel Parham.

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CERTIFICATE OF RECOGNITION

PRESENTED TO

Jaden Edgecombe

"Cocoa High School's Class of 2023 Valedictorian"

Go Tigers!

City of Cocoa CORPORATE SEAL FLORIDA

Presented this 28th day of February, 2023
by the Mayor and City Council of the City of Cocoa

Michael C. Blake, Mayor

CERTIFICATE OF RECOGNITION

PRESENTED TO

Angel Parham

"Cocoa High School's Class of 2023 Salutatorian"

Go Tigers!

Presented this 28th day of February, 2023
by the Mayor and City Council of the City of Cocoa

Michael C. Blake

Michael C. Blake, Mayor

Legislation Details (With Text)

File #:	23-139	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/21/2023			**In control:**	City Council
On agenda:	2/28/2023			**Final action:**	
Title:	Proclamation: Proclaiming the Month of March, 2023 as "Hemophilia and Bleeding Disorders Awareness Month." (Deputy Mayor Hearn)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Hemophilia & Bleeding Disorders Awareness Month.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 21, 2023
Agenda Date: February 28, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Proclamation: Proclaiming the Month of March, 2023 as "Hemophilia and Bleeding Disorders Awareness Month."

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

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RECOMMENDED MOTION:

Proclamation: Proclaiming the Month of March, 2023 as "Hemophilia and Bleeding Disorders Awareness Month."

powered by Legistar™

PROCLAMATION

WHEREAS, *Hemophilia is a rare disorder in which your blood doesn't clot normally because it lacks sufficient blood-clotting proteins (clotting factors); and*

WHEREAS, *If you have hemophilia, you may bleed for a longer time after an injury than you would if your blood clotted normally causing weakness of the voluntary muscles; and*

WHEREAS, *Symptoms of hemophilia may include unexplained and excessive bleeding, large or deep bruises, pain in joints, and nosebleeds without a known cause; and*

WHEREAS, *the Bleeding Disorders Coalition of Florida (BDCF) is an advocacy organization founded by the Hemophilia Foundation of Greater Florida and the Florida Hemophilia Association to be the voice of the Florida bleeding disorders community; and*

WHEREAS, *the Bleeding Disorders Coalition of Florida has been serving the bleeding disorders community to improve their quality of life by offering programs and services, such as a medically supervised camp, scholarships, advocacy efforts, emergency financial assistance, educational programs, etc., to support healthier and more independent lives.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the month of March, 2023 as:*

"HEMOPHILIA AND BLEEDING DISORDERS AWARENESS MONTH"

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 28th day of February, 2023.

Michael C. Blake

Mayor

ATTEST:

Lanie Sealy

City Clerk

Legislation Details (With Text)

File #:	23-100	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	2/7/2023			**In control:**	City Council
On agenda:	2/28/2023			**Final action:**	
Title:	Approve a Resolution Amending the FY23 Budget BAF#23-045-A, Recognizing the Revenue for the Arbor Mitigation Fund and Assigning Budget as the Match for the Forestry Grant - Tree Installation at various City Parks, Properties, and rights-of-way. Authorize the City Manager to issue the related Purchase Orders. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023- ADA Compliant.pdf BAF 23-045-A-PW-Arbor MIT Fund 120 (2-28-23) Agenda 23-100 .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 7, 2023
Agenda Date: February 28, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM - Public Works Director / City Engineer
Requested Action:
Approve a Resolution Amending the FY23 Budget BAF#23-045-A, Recognizing the Revenue for the Arbor Mitigation Fund and Assigning Budget as the Match for the Forestry Grant - Tree Installation at various City Parks, Properties, and rights-of-way. Authorize the City Manager to issue the related Purchase Orders.

BACKGROUND:

On August 26th, 2020, Council approved the creation of the Arbor Mitigation Bank funded by future development projects to replace the trees that were removed for development.

Public Works is requesting to move a portion of these funds to purchase, install, and maintain trees at various City Parks, Properties, and right-of-way, not to exceed $15,000 as the match for the Forestry Grant, totally $30,000. The initial location for these plantings will be at Bracco Stormwater Park and some of these trees will shade the new static exercise equipment that is currently being installed.

Using the Arbor Mitigation Fund to fund the 50% match for the Forestry Grant, will allow Public Works to transfer $15,000 of General Fund budget to Machinery and Equipment for a shortfall for HVAC which had a significant increase in cost.

STRATEGIC PLAN CONNECTION:

Trees improve the City's Image, including increasing property values, enhance the economic vitality of business areas, and beautify our community.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

BAF#23-045-A

Amount Requested	$15,000
Account Number	120-0000-369.90-00
Account Name	Other Misc. Revenues

Amount Requested	$15,000
Account Number	120-3520-572.31-11 GR2005
Account Name	R & M USDA Forest Grant Match

Amount Requested	($15,000)
Account Number	001-3520-572.31-11
Account Name	R & M USDA Forest Grant

Amount Requested	$15,000
Account Number	001-3520-572.31-11 GR2005
Account Name	R & M USDA Forest Grant

Amount Requested	($15,000)
Account Number	001-3520-572.31-11 GR2005
Account Name	R & M USDA Forest Grant Match

Amount Requested	$15,000
Account Number	001-3560-519.64-00 PW23HV
Account Name	Machinery and Equipment

The Forestry Grant PO will need to be cut using two expense accounts:
120-3520-572.31-11 GR2005 $15,000 (Match)
001-3520-572.31-11 GR2005 $15,000

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY23 Budget BAF#23-045-A, Recognizing the Revenue for the Arbor Mitigation Fund and Assigning Budget as the Match for the Forestry Grant - Tree Installation at various City Parks, Properties, and rights-of-way. Authorize the City Manager to issue the related Purchase Orders.

RESOLUTION NO. 2023-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, at the Budget Workshop assembled on the 28th day of February, 2023

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-045-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: P/W Parks | DATE PREPARED: 02/07/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 15,000	120-0000-369.90-00	GR2005	Other Misc Revenues	$ 0	$ 0	$ 15,000	$ 74,306
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 15,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 15,000	120-3520-572.31-11	GR2005	R&M / USDA Manage Forest Grant (Match)	$ 0	$ 0	$ 15,000	$ 0
($ 15,000)	001-3520-572.31-11		Professional Services/USDA Forest Manage	$ 0	$ 0	($ 15,000)	$ 0
$ 15,000	001-3520-572.31-11	GR2005	Professional Services/USDA Forest Manage	$ 0	$ 0	$ 15,000	$ 0
($ 15,000)	001-3520-572.31-11		Professional Services/USDA Forest Manage	$ 0	$ 0	($ 15,000)	$ 0
$ 15,000	001-3560-519.64-00	PW23HV	Machinery and Equipment	$ 0	$ 0	$ 15,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 15,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This amendment will provide for tree purchase, installation, and maintenance at various locations.
Arbor mitigation revenue will be assigned to expenses in order to support our USDA Manage Forest 50% grant match. Using the Arbor funds will make $15,000 in General funds beautification division available to fund additional costs for the City Hall HVAC project. The project transfer will assign a project number to the Grant Award funds in General Fund. Agenda 23-100.

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 02/28/23 ***RESOLUTION #:*** 2023-017

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

2/7/23	Frank Mirabito Digitally signed by Frank Mirabito Date: 2023.02.07 14:27:13 -05'00'	2/16/23	Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.02.16 11:40:22 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Bryant Smith Digitally signed by Bryant Smith Date: 2023.02.07 13:38:39 -05'00'	2/16/23	Lora Howell Digitally signed by Lora Howell Date: 2023.02.16 11:50:03 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	23-98	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	2/7/2023			**In control:**	City Council
On agenda:	2/28/2023			**Final action:**	
Title:	Award Bid No. B-23-04-COC, Viera Pump Station Chlorination Improvements, Project No. WS21VP to L7 Construction, Inc. of Sanford, Florida, in the Amount of $833,700; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $83,370 (10% of the contract amount), for a total cost of $917,070; To Approve a Resolution Amending the FY2023 Budget, BAF# 23-044-PT; To Authorize the City Manager to execute the Contract. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Partially Executed B-23-04-COC Construction Agreement.pdf Contingency Resolution WS21VP.pdf B-23-04-COC Bid Tabulation.pdf B-23-04-COC Centroid Rejection Notice.pdf EXHIBIT A - Viera Booster Station Technical Specifications.pdf EXHIBIT B-Viera Booster Station Drawings.pdf L7 Construction, Inc. Bid Submital B-23-04-COC (2).pdf RE_ Cost Breakdown of Viera Pump Station Improvements Project (WS21VP).pdf Budget Resolution FY 2023- ADA Compliant.pdf BAF 23-044-PT-UT-Viera Pump Station Impr (2-28-23) Agenda 23-98.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 7, 2023
Agenda Date: February 28, 2023
Prepared By: David Veloza, E.I
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid No. B-23-04-COC, Viera Pump Station Chlorination Improvements, Project No. WS21VP to L7 Construction, Inc. of Sanford, Florida, in the Amount of $833,700; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $83,370 (10% of the contract amount), for a total cost of $917,070; To Approve a Resolution Amending the FY2023 Budget, BAF# 23-044-PT; To Authorize the City Manager to execute the Contract.

BACKGROUND:

The City has taken steps to improve the distribution system water quality including completing a

corrosion control study. One of the recommendations identified in the corrosion control study was to add an ammonium sulfate storage tank and feed system to the Viera Booster Station and was budgeted as Capital Improvement Project WS21VP.

This addition of the ammonium sulfate, in combination with the existing hypochlorite system at the facility, will allow the City to increase the monochloramine residual in the area. This will aid the City by minimizing nitrification and corrosion in the southern portion of the distribution system and increasing the overall water quality of the distribution system. Design for the project was completed in October 2022.

Bids for the ITB B-23-04-COC, Viera Pump Station Chlorination Improvements, were opened on December 13, 2022. Purchasing received three responses from 50 plan holders. The responses are shown below:

Vendor	**Base Bid**
Centroid Diversified, LLC	$670,000
L7 Construction Inc	$833,700
Lawrence Lee Construction Service	$890,000

The apparent low bidder who also met the bid requirements for this project was L7 Construction Inc (Centroid Diversified's bid was rejected as they did not meet the bid requirements). The bid amount submitted by L7 Construction Inc. was $833,700.

City staff is also requesting that City Council approve an additional $83,370 as a contingency for the project. The additional amount is 10% of the contract amount and will be used for change orders with approval by the City Manager. Although City staff does not anticipate change orders, there is a possibility of unknown obstacles in the field that would require changes to the project budget and/or schedule. If a change order is needed, the additional amount will allow the project to continue to move forward. The additional $83,370 will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager for approval.

The total funding required for this project for construction, engineering services and contingency is $1,010,950. The original amount budgeted for this project was $590,000. Therefore, to fully fund the project, staff will require a project transfer of an additional $420,950 from Account No. 424-4055-536.63-00, Infrastructure (WS1201) to Account No. 424-4055-536.63-00, Infrastructure (WS21VP).

Staff recommends awarding Bid No. B-23-04-COC, Viera Pump Station Chlorination Improvements, to L7 Construction, Inc, of Sanford, Florida.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes, but insufficient

If not budgeted, is amendment/transfer attached? Yes

Original Amount Budgeted

Amount	$590,000
Account Number	424-4055-536.63-00, WS21VP
Account Name	Infrastructure

BAF# 23-044-PT (Project Transfer)

Amount Requested	($420,950)
Account Number	424-4055-536.63-00, WS1201
Account Name	Infrastructure

Amount Requested	$420,950
Account Number	424-4055-536.63-00, WS21VP
Account Name	Infrastructure

Total Project

Amount Requested	$1,010,950
Project Account Number	424-4020-536.64-00 WS21VP
Project Account Name	Water & Sewer Machinery & Equipment
Source of Funds:	Capital

PREVIOUS ACTION:

The Bidding Phase Assistance and Services During Construction (SDC) services for $93,880 provided by Jacobs Engineering for this project were approved by City Council on September 13, 2022 (Agenda Item 22-457).

RECOMMENDED MOTION:

To Award Bid No. B-23-04-COC, Viera Pump Station Chlorination Improvements, Project No. WS21VP to L7 Construction, Inc. of Sanford, Florida, in the Amount of $833,700; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $83,370 (10% of the contract amount), for a total cost of $917,070; To Approve a Resolution Amending the FY2023 Budget, BAF# 23-044-PT; To Authorize the City Manager to execute the Contract.

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2023 by and between the **CITY OF COCOA**, a Florida municipal corporation (herein referred to as OWNER) and **L7 Construction, Inc.**, a profit corporation authorized and duly licensed to do business in the State of Florida (herein referred to as CONTRACTOR), as follows:

1. **DESCRIPTION OF WORK** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the upgrades to ammonium sulfate storage and feed system at the Viera Pump Station("the Project").

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum(s) to the Agreement; the Construction Drawings for City of Cocoa, dated SEPTEMBER 2022; Final Bid Set Specifications dated SEPTEMBER 2022; ITB Documents issued by the City, published October 19, 2022 Contractor's Bid Submittal, dated DECEMEBER 13, 2022; General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement. These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, taxes, fees and incidentals necessary for the proper and complete execution of the Work for each Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's Project Manager immediately. The City's Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

   a. Change Orders

   b. Agreement, Exhibits and Addenda

   c. Supplemental Terms and Conditions

   d. General Terms and Conditions

   e. Engineering Plans and Drawings

f. ITB for B-23-04-COC issued by the City of Cocoa dated OCTOBER 19, 2023, including any subsequently issued Addenda

g. Contractor's Bid Submittal

Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. The Work shall be substantially completed within one hundred and twenty (120) calendar days after the date when the Contract Time begins to run. The Work shall be finally completed, ready for Final Payment within thirty (30) calendar days after the actual date of Substantial Completion.

The date of Substantial Completion of the Work is the date certified in writing by the OWNER when (1) construction is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for "Substantial Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

c. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

d. In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

7. **LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 6 above, plus any extensions thereof allowed in accordance with the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$100.00** for each calendar day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and **$50.00** for each calendar day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **eight hundred thirty-three thousand and seven hundred dollars ($833,700.00)**. CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges that performance of the Work may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the

CONTRACTOR with the work of the OWNER, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES -** The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently and continuously pursues such actions as are necessary therefore; or

b. CONTRACTOR is adjudicated bankrupt or makes any assignment for the benefit of creditors or CONTRACTOR becomes insolvent, or is unable or unwilling to pay its debts; or

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

In the event of an uncured default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this

Agreement, for Work properly performed prior to the effective date of termination, which may be a set-off to Owner's damages.

10. **FORCE MAJEURE -** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; ; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

11. **SEVERABILITY -** In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

12. **PROGRESS PAYMENTS; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not provide consent of surety with each payment application;

c. Another contractor is damaged by an act for which CONTRACTOR is responsible; or

d. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (X) designates or (____) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is inaccurate or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment

request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

OWNER hereby identifies **City of Cocoa Accounts Payable, 65 Stone Street, Cocoa, FL 32922**. as the agent or office to which the CONTRACTOR must submit payment requests or invoices to OWNER. Owner will accept invoices submitted by email to accountspayable@cocofl.org. The OWNER further hereby identifies **David Veloza, Utilities Associate Engineer,** as the agent that must approve payment requests prior to their submission to OWNER.

13. **FINAL PAYMENT; CHANGE ORDERS** - OWNER shall withhold up to 5% of the Contract Price throughout the project in accordance with the Local Government Prompt Payment Act ("Act"). The retainage amount withheld may be released with the Final Payment after the issuance of the Final Completion Certificate. Consent of surety is required for final payment. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER all close-out documentation.

By making payments OWNER does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Contract Documents; or

c. Failure of Contractor to comply with any special guarantees required by the Contract Documents.

Progress payments may be withheld if Work is found defective and not remedied; CONTRACTOR does not provide consent of surety with each progress application a subcontractor is damaged by an act for which CONTRACTOR is responsible; ; or in the opinion of the OWNER, CONTRACTOR'S work is not progressing satisfactorily. Further, OWNER may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional payment, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments.

The City, by written change order and without invalidating the Agreement, may order extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the City, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the actual cost of labor and materials, substantiated by back-up documentation. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it appropriate the City may accept defective or incomplete work and an equitable deduction from the Contract Price will be made therefor by Change Order.

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, **David Veloza, Utilities Associate Engineer** or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER and its representatives shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the CONTRACTOR shall give the City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the CONTRACTOR shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements, and make decisions on claims and disputes between Contractor and Owner.

e. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

g. **City Reviews and Status.** The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the project. No review, inspection, or approval by the City of such Work or documents shall relieve the CONTRACTOR of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve CONTRACTOR of responsibility for the performance of its obligations under the Contract Documents. Payment by the City pursuant to the Contract Documents shall not constitute a waiver of any of the City's rights under the Contract Documents or at law, and CONTRACTOR expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the CONTRACTOR if the City becomes aware of any fault or defect in the Projects or non-conformance with the Contract Documents. Furthermore, the City shall not have control or charge of construction means, methods, techniques, sequences, or

procedures, or for safety precautions and programs in connection with the Work, nor shall the CONTRACTOR, for any of the foregoing purposes, be deemed the agent of the City.

15. **PROGRESS MEETINGS** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term of work entered into under this Agreement. CONTRACTOR's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

16. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision and Construction**. CONTRACTOR shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

e. **Guarantee.** The CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other

warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s).

f. **Project Site.** The CONTRACTOR shall, among other things, (i) visit and thoroughly inspect the project site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the project; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the project. If the project involve modifications to any existing structure(s) or other man-made feature(s) on the project site, the CONTRACTOR shall also review all as-built and record drawings, plans, and specifications of adjacent work which the CONTRACTOR requests from the City , and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the CONTRACTOR resulting from its failure to familiarize itself with the project site or pertinent documents shall be deemed waived.

17. **ASSIGNMENT -** CONTRACTOR shall not assign this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

a. CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by its subcontractors.

b. If CONTRACTOR, prior to the commencement of any Work subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

18. **THIRD PARTY RIGHTS -** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

19. **PROHIBITION AGAINST CONTINGENT FEES -** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. **NO JOINT VENTURE -** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party

act toward third persons or the public in any manner which would indicate any such relationship with the other party.

21. **INDEMNIFICATION –** CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, engineer, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the OWNER and, solely for the purpose of this indemnification and defense, CONTRACTOR specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, engineer, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, the parties allocate ONE PERCENT (1%) OF THE CONTRACT SUM as specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

22. **SAFETY -** CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder. More specifically, the CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the project site and other persons who may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the project site.
3. Other property at the project site or adjacent thereto.

CONTRACTOR shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of its Subcontractors with those same standards.

Further, CONTRACTOR shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines, and shall supply all information about hazardous chemical being brought onto City property as required by any applicable City Safety and Loss Control Program.

23. **CORPORATE REPRESENTATIONS BY CONTRACTOR -** CONTRACTOR hereby represents and warrants to the OWNER the following:

a. CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. **BOND** - CONTRACTOR shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the forms attached to the Agreement as **Exhibit "A"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to 100% of the Contract Price for the work prescribed herein. The issuance of bonds required under this Agreement shall not relieve Contractor of any liability under the Agreement. Contractor shall remain jointly and severally liable with any surety issuing a bond under the Contract. The premium for such bonds is included in the Contract Price.

25. **INSURANCE -** During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. The CONTRACTOR shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

d. The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER and its engineer shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, CONTRACTOR shall require CONTRACTOR's insurance carriers to waive all rights of subrogation against OWNER and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

Each policy shall contain a cross liability or severability of interest clause or endorsement.

26. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the

Circuit or County Court for BREVARD County, Florida. The Contractor's surety is bound by this provision.

27. **GOVERNING LAW & VENUE -** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be BREVARD County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. The Contractor's surety is bound by this provision.

28. **ATTORNEY'S FEES -** Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

30. **WORK IS A PRIVATE UNDERTAKING -** With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

31. **DOCUMENTS** - **Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to

pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

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 CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, Carie Shealy, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922.

32. **SOVEREIGN IMMUNITY** - The OWNER intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

34. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

35. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of

which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

36. **DRAFTING** - OWNER and CONTRACTOR each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

Company Name: L7 Construction, Inc.
Attn: Brett Lefever
Address: 275 Hunt Park Cove
Longwood, FL 32750
Phone: 321/972-9325
Fax: 407/732-7812

For OWNER:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida
321-433-8660

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

38. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES**.

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the OWNER; and

c. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee or agent has willfully offered an employee or officer of the OWNER any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

40. **E-VERIFY** - Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CONTRACTOR

L7 CONSTRUCTION, INC.

By: L7 Construction, Inc.
Name: Brett Lefever
Title: President

Date: 1.30.23

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 30th day of January, 20 23,
by Brett Lefever, the President of
L7 Construction, Inc., who is personally known to me or who produced
_____ as identification and who did take an oath.

(Notary Public Signature)

Kimberly A. Tegreeny
(Print Name)
Notary Public, State of Florida
Commission No.: GG338670
My Commission Expires: May 27th 2023

KIMBERLY A. TEGREENY
MY COMMISSION #GG338670
EXPIRES: MAY 27, 2023
Bonded through 1st State Insurance

EXHIBIT A

Performance and Payment Bond

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	
Bid Number:	

BY THIS BOND, we _____ as Principal

and _____ a Corporation as Surety,

are bound to ___City of Cocoa_____, herein called Owner, in the sum

of $ _____, for payment of which we bind

ourselves, our heirs, Personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the contract dated _____, 20_____, between Principal and Owner for construction of _____ as specified for the _____ location, the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and
b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and
c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the contract; and
d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract and by law, then this bond is to be void; otherwise it remains in full force and effect.
e. In any action against this performance bond, the Owner is entitled to attorney's fees under sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

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

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 20_____.

CONTRACTOR AS PRINCIPAL

Company:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

EXHIBIT B

Invitation for Bid B-23-04-COC
Published October 19, 2022

EXHIBIT C

L7 Construction, Inc. Bid Submittal
Received December 13, 2022

RESOLUTION NO. 2023-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE VIERA PUMP STATION CHLORINATION IMPROVEMENTS PROJECT, NO. WS21VP, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10 PERCENT CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on February 28, 2023, the City Council authorized the City Manager to proceed with the Viera Pump Station Chlorination Improvements Project, Project No. WS21VP, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Viera Pump Station Chlorination Improvements Project, Project No. WS21VP, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $833,700, with an additional 10% contingency in the amount of $83,370 set aside for possible change orders, for a total of $917,070 for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on February 28, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

CITY OF COCOA

MASTER TABULATION SHEET

Viera Booster Station Chloramination Improvements

ITB B-23-04-COC

December 13,2022

VENDOR	Base Bid
Lawrence Lee Construction Srvc	$ 890,000.00
LT Construction Inc.	$ 833,700.00
Centroid Diversified, LLC	$ 670,000.00

Note: The Tabulation Sheet is used to document the screening of bid / proposal pricing, material and immaterial contents. Results of the the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.org

December 21, 2022

To: Jeff Watson
Vice President
Centroid Diversified, LLC
254 NE Surfside Avenue
Port St. Lucie, FL 34983

Re: Rejection of bid submitted for ITB # B-23-04-COC

Dear Mr. Watson,

Thank you for the recent response to the solicitation referenced above. Regrettably, your response has been rejected. The reason for the rejection is as follows:

- Your company does not meet the minimum requirements. Your submittal indicates that the business was established January 2021 and prior experience is not in an ownership capacity. As specified in the ITB, the City requires that, "The firm shall have been in business for a minimum of three (3) consecutive years or demonstrate with written documentation that they had ownership in a firm with combined experience of three (3) years."

We appreciate your interest in doing business with the City of Cocoa.

Should there be additional questions or clarification needed please contact the Purchasing Department at purchasing@cocoafl.org.

Brian Dale
Purchasing Manger
City of Cocoa

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=11670422&GUID=64A2AA09-9B97-46F9-A2C3-CD6A98BA0270* is a secure document that has been embedded in this document. Double click the pushpin to view.



CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

VIERA BOOSTER STATION CHLORAMINATION IMPROVEMENTS

CITY OF COCOA
FLORIDA

VOLUME 2 OF 2
DRAWINGS

For information regarding this project, contact:
RICHIE ANGLEY, P.E.
200 S ORANGE AVE
SUITE 900
ORLANDO, FL 32801
407-903-5351

Jacobs

Project No. EGXM4000

SEPTEMBER 2022

100% DESIGN DOCUMENTS

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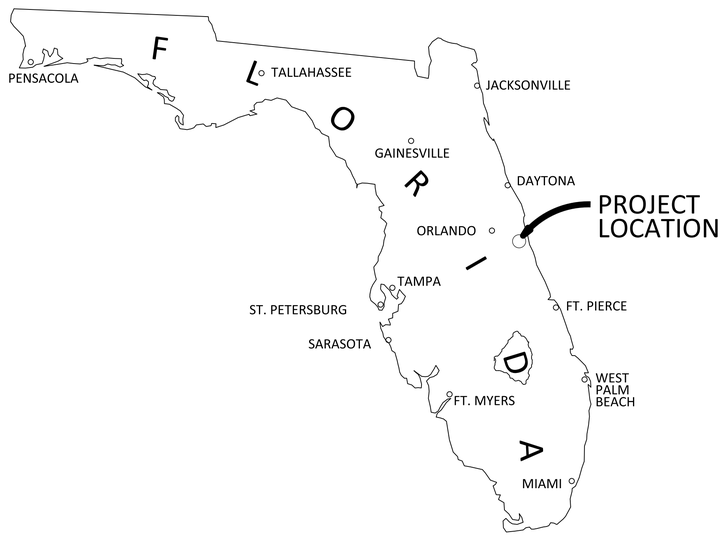
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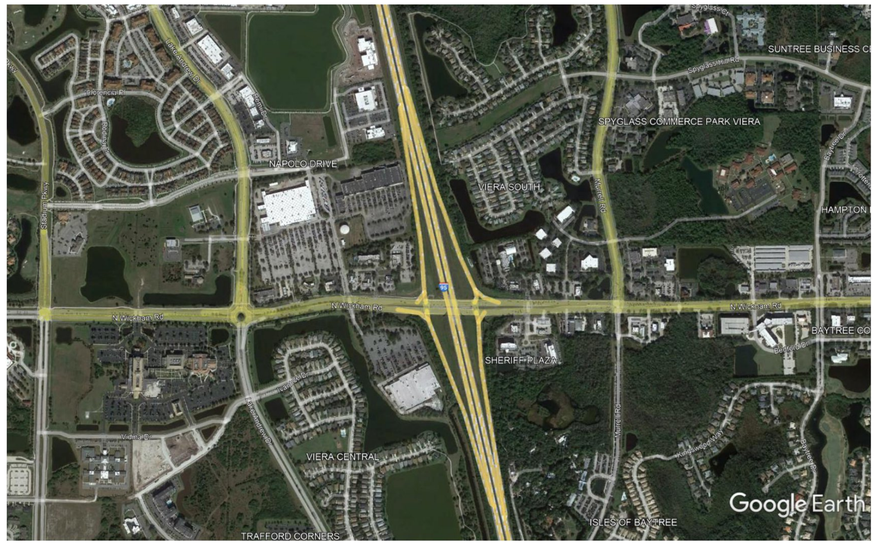
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VICINITY MAP
NTS



LOCATION MAP
NTS

N

NO.	DATE	DSGN
DR	T LOOSE	T LOOSE
CHK	R ANGLEY	
APVD		

REVISION

BY	APVD
	R ANGLEY

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643 SW 4TH AVE, SUITE 400
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EB2822
RICHARD JOSEPH ANGLEY PE 8823

VIERA BOOSTER STATION
CHLORAMINATION IMPROVEMENTS
CITY OF COCOA
MELBOURNE, FLORIDA 32940

Jacobs

GENERAL

VACINITY AND LOCATION MAPS AND INDEX OF DRAWINGS

AS NOTED
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

DATE	SEPTEMBER 2022
PROJ	EGXM4000
DWG	01-G-02
SHEET	02 of 26

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ABBREVIATIONS

@	AT
A/B	AERATION BASIN
AB	ANCHOR BOLT
ABDN	ABANDONED
AC	ASBESTOS CEMENT
ACBD	ACOUSTICAL BOARD
ACI	AMERICAN CONCRETE INSTITUTE
ACST	ACOUSTICAL TILE
AD	AREA DRAIN
ADDL	ADDITIONAL
ADJ	ADJACENT, ADJUSTABLE
AFF	ABOVE FINISH FLOOR
AGGR	AGGREGATE
AHR	ANCHOR
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
AL	ALUMINUM
ALTN	ALTERNATE
ANDZ	ANODIZE
APPROX	APPROXIMATE
APVD	APPROVED
ARCH	ARCHITECTURAL
ASR	AQUIFER STORAGE AND RECOVERY
ASSY	ASSEMBLY
AUTO	AUTOMATIC
AUX	AUXILIARY
AVG	AVERAGE
AWT	ADVANCED WASTE TREATMENT
BD	BOARD
BETW	BETWEEN
BF	BOTTOM FACE, BLIND FLANGE
BLDG	BUILDING
BM	BEAM, BENCH MARK
BOD	BOTTOM OF DUCT
BOT	BOTTOM
BRG	BEARING
BSP-40	BLACK STEEL PIPE, SCHEDULE 40
BSP-80	BLACK STEEL PIPE, SCHEDULE 80
BV	BALL VALVE, BUTTERFLY VALVE
BVC	BEGINNING OF VERTICAL CURVE
BWS	BACKWASH SUPPLY WATER
BWW	BACKWASH WASTEWATER
	CHANNEL (BEAM)
CAB.	CABINET
CAP.	CAPACITY
CB	CATCH BASIN
CCP	CONCRETE CYLINDER PIPE
C/C	CHLORINE CONTACT
C & C	COMPONENTS AND CLADDING
CEM PLAS	CEMENT PLASTER
CFM	CUBIC FEET PER MINUTE
CFS	CUBIC FEET PER SECOND
CG	CHLORINE GAS
CHEM	CHEMICAL
CHKD PL	CHECKERED PLATE
	CAST IRON
CIMJ	CAST IRON MECHANICAL JOINT
CIP	CAST IN PLACE, CAST IRON PIPE
CISP	CAST IRON SOIL PIPE
CJ	CONSTRUCTION JOINT
C OR CL	CENTER LINE
CL_2	CHLORINE
CLG	CEILING
CLO	CLOSET
CLR	CLEAR
CMP	CORRUGATED METAL PIPE
CMS	CHEMICAL SLUDGE
CMU	CONCRETE MASONRY UNITS
CO	CLEANOUT
CO_2	CARBON DIOXIDE
COL	COLUMN
CONC	CONCRETE
CONN	CONNECTION
CONST	CONSTRUCTION
CONT	CONTINUOUS, CONTINUED, CONTINUATION
COORD	COORDINATE
COP.	COPPER
COR	CORNER
CPLG	CHLORINATED POLYVINYL CHLORIDE
CPVC	COUPLING
CR	CONDENSATE RETURN
CS	CHLORINE SOLUTION
C TO C	CENTER TO CENTER
CTR	CENTER
CTRD	CENTERED
CU	CUBIC
CU FT	CUBIC FEET
CU IN.	CUBIC INCH
CU YD	CUBIC YARD

CV	CHECK VALVE
CW	COLD WATER
°C	DEGREE CELSIUS
△	CENTRAL ANGLE
d	PENNY (NAIL SIZE)
D	DEEP
DB	DISTRIBUTION BOX
DBA	DEFORMED BAR ANCHOR
DBL	DOUBLE
DEG	DEGREE
DET	DETAIL
DF	DRINKING FOUNTAIN
DI	DROP INLET
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DIMJ	DUCTILE IRON MECHANICAL JOINT
DIMJGL	DUCTILE IRON MECHANICAL JOINT, GLASS LINED
DIP	DUCTILE IRON PIPE
DIPGL	DUCTILE IRON PIPE, FLANGED, GLASS LINED
DIR	DIRECTION
DISCH	DISCHARGE
DODE	DELAY ON DE-ENERGIZATION
DOE	DELAY ON ENERGIZATION
DN	DOWN
DR	DRAIN
D/S	DIGESTED SLUDGE
DS	DOWNSPOUT
DWG	DRAWING
DWL	DOWEL
E	EAST, EMPTY
EA	EACH
ECC	ECCENTRIC
EF	EACH FACE
EFL	EFFLUENT
EL	ELEVATION
ELB	ELBOW
ELC	ELECTRICAL LOAD CENTER
ELEC	ELECTRICAL
ENGR	ENGINEER
EP	EDGE OF PAVEMENT
EO	EMERGENCY OVERFLOW
EQL	EQUAL
EQL SP	EQUALLY SPACED
EQPT	EQUIPMENT
EVC	END OF VERTICAL CURVE
EW	EACH WAY
EXH	EXHAUST
EXP	EXPOSED
EXP JT	EXPANSION JOINT
EXT	EXTERIOR, EXTERNAL, EXTENSION
EXST	EXISTING
FA	FIRST AID KIT
FAB	FABRICATION
FACIL	FACILITY
FC	FLEXIBLE COUPLING
FCA	FLANGED COUPLING ADAPTER
FCTY	FACTORY
FD	FLOOR DRAIN
FDA	FLOOR DRAIN W/INTEGRAL TRAP
FDN	FOUNDATION
$FeCl_3$	FERRIC CHLORIDE
FEXT	FIRE EXTINGUISHER
FF	FINISH FLOOR
FFE	FINISHED FLOOR ELEVATION
FG	FINISH GRADE
FHY	FIRE HYDRANT
FIG.	FIGURE
FL	FLOOR
FLH	FLAT HEAD
FLL	FLOW LINE ELEVATION
FLEX	FLEXIBLE
FLG	FLANGE
FLR	FLOOR
FNSH	FINISH
FOR.	FUEL OIL RETURN
FOS	FUEL OIL SUPPLY
FRC	FIBER REINFORCED CONCRETE
FRP	FIBERGLASS REINFORCED PLASTIC
FT	FOOT OR FEET
FTG	FOOTING
F.V.	FIELD VERIFY
FWD	FORWARD
°F	DEGREE FAHRENHEIT
GA	GAGE, GAUGE
GB	GRAB BAR
GAL	GALLON
GALV	GALVANIZED
GALVI	GALVANIZED IRON
GALVS	GALVANIZED STEEL
GB	GRAB BAR
GC	GROOVED COUPLING
GCF	GROOVED COUPLING FITTING
GL	GLASS

GPD	GALLONS PER DAY
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GRD	GROUND
GRTG	GRATING
GSP	GALVANIZED STEEL PIPE
GTV	GATE VALVE
GVL	GRAVEL
GWB	GYPSUM WALLBOARD
GYP	GYPSUM
GYP PLAS	GYPSUM PLASTER
H.A.S	HEADED ANCHOR STUD
H	HIGH
H_2O_2	HYDROGEN PEROXIDE
H_2SO_4	SULFURIC ACID
HD	HUB DRAIN
HDNR	HARDNER
HDR	HEADER
HDW	HARDWARE
HGT	HEIGHT
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HP	HORSEPOWER
HPT	HIGH POINT
HR	HANDRAIL, HOSE RACK
HR	HOUR
HS	HIGH STRENGTH
HV	HOSE VALVE
HWR	HOT WATER RETURN
HWS	HOT WATER SUPPLY
I&C	INSTRUMENTATION AND CONTROL
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
I.F.	INSIDE FACE
IN.	INCH
INFL	INFLUENT
INFO	INFORMATION
INSTL	INSTALL
INSUL	INSULATION
INTR	INTERIOR
INVT	INVERT
ITG	INSULATED TEMPERED GLASS
JAN	JANITOR
JT	JOINT
KIP	THOUSAND POUNDS
KW	KILOWATT
L	ANGLE, LENGTH OF CURVE, LIGHTING CONTACTOR, LOW SPEED
LAB	LABORATORY
LAV	LAVATORY
LB	POUNDS
LB/D	POUNDS PER DAY
LB/CU FT	POUNDS PER CUBIC FOOT
LC	LIGHTING CONTACTOR
LF	LINEAR FEET
LG	LONG
LLV	LONG LEG VERTICAL
LNTL	LINTEL
LONG.	LONGITUDINAL
LPG	LIQUIFIED PETROLEUM GAS
LPT	LOW POINT
LR	LONG RADIUS
LS	LIME SLURRY
LT	LIGHT
MATL	MATERIAL
MAX	MAXIMUM
MB	MACHINE BOLT
MCC	MOTOR CONTROL CENTER
MECH	MECHANICAL
MFR	MANUFACTURER
MGD	MILLION GALLONS PER DAY
MG/L	MILLIGRAMS PER LITRE
MH	MANHOLE
MLO	MAIN LUGS ONLY
MIN	MINIMIM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
ML	MIXED LIQUOR
MLSS	MIXED LIQUOR SUSPENDED SOLIDS
MLVSS	MIXED LIQUOR VOLATILE SUSPENDED SOLIDS
MO	MASONARY OPENING, MOTOR OPERATOR
MON	MONUMENT
MTG	MOUNTING
MTL	METAL
MTR	METERING
MWS	MAXIMUM WATER SURFACE
N	NEUTRAL, NORTH
NaCl	SODIUM CHLORIDE BRINE
NaOH	SODIUM HYDROXIDE
NC	NORMALLY CLOSED
NIC	NOT IN CONTRACT

NO.	NUMBER
N.O.	NORMALLY OPEN
NOM	NOMINAL
NORM	NORMAL
NP	NATIONAL PIPE THREAD
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER, OVERFLOW DRAIN
O.F.	OUTSIDE FACE
OVHD	OVERHEAD
O TO O	OUT TO OUT
OPNG	OPENING
OPP	OPPOSITE
OSD	OPEN SITE DRAIN
OVFL	OVERFLOW
OXY	OXYGEN
OZ	OUNCE
PC	POINT OF CURVATURE, PHOTOCELL
P/C	PRIMARY CLARIFIERS
PD	PEAK DAY
PE	PLAIN END
PHF	PEAK HOUR FLOW
PI	POINT OF INTERSECTION
P&ID	PROCESS AND INSTRUMENTATION DIAGRAM
PJF	PREMOLDED JOINT FILLER
PL	PLATE
PLAM	PLASTIC LAMINATE
PLYWD	PLYWOOD
POC	POINT OF CONNECTION
POT	POINT ON TANGENT
PPL	POLYPROPYLENE LINED
PR	PAIR
PRCST	PRECAST
PREFAB	PREFABRICATED
PRESS.	PRESSURE
PRI	PRIMARY
PROP.	PROPERTY
P/S	PRIMARY SLUDGE
PS	PUMP STATION
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSIG	POUNDS PER SQUARE INCH, GAUGE
PT	POINT OF TANGENCY, POTENTIAL TRANSFORMER
PTD	PAPER TOWEL DISPENSER
PTD/R	PAPER TOWEL DISPENSER/RECPTACLE
PTRD	PRESSURE TREATED
PV	PLUG VALVE
PVC	POINT OF VERTICAL CURVATURE
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
PVT	POINT OF VERTICAL TANGENCY
PW	PLANT WASTE
QDRNT	QUADRANT
QTY	QUANTITY
R	R-VALUE (INSULATION), RADIUS, RED, RISER
RAD	RADIUS
RA	RETURN AIR
RAS	RETURN ACTIVATED SLUDGE
RC	REINFORCED CONCRETE
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
RDCR	REDUCER
RDW	REDWOOD
REF	REFER, REFERENCE
REFR	REFRIGERATOR
REHAB	REHABILITATE
REINF	REINFORCE, REINFORCED, REINFORCING
REQD	REQUIRED
RESIL	RESILIENT
RLS	RUBBER LINED STEEL
RM	ROOM, REMOTE MULTIPLEXER
RO	ROUGH OPENING
RST	REINFORCING STEEL
RTN	RETURN
RV	ROOF VENT
R/W	RIGHT-OF-WAY
S	SOUTH, I-BEAM
SAT	SUSPENDED ACOUSTICAL TILE
S/C	SECONDARY CLARIFIERS
SC	SOLID CORE
SCBA	SELF CONTAINED BREATHING APPARATUS
SCFM	STANDARD CUBIC FEET PER MINUTE
SCHED	SCHEDULE
SD	SOAP DISPENSER, STORM DRAIN
SEC	SECONDARY
SECT.	SECTION
SG	SAFETY GLASS
SH	SHEET
SHC	SODIUM HYPOCHLORITE
SHTG	SHEETING
SIM	SIMILAR

SLV	SHORT LEG VERTICAL
S.O.	SHUTOFF
SO_2	SULFUR DIOXIDE
SP	SPACE OR SPACES
SPECD	SPECIFIED
SPECS	SPECIFICATIONS
SPG	SPACING
SPLY	SUPPLY
SQ	SQUARE
SQ FT	SQUARE FOOT
SQ IN.	SQUARE INCH
SST	STAINLESS STEEL
STA	STATION
STD	STANDARD
STIF	STIFFENER
STOR	STORAGE
STR	STRAIGHT
STRUCT	STRUCTURAL, STRUCTURE
STL	STEEL
ST (50)	STEAM W/ INDICATED PRESSURE (PSI)
SUSP	SUSPEND
SW	SURFACE WASH
SYMM	SYMMETRICAL
T	TANGENT LENGTH, THERMOSTAT, TINTED
T&B	TOP AND BOTTOM
TAN	TANGENT
TAS	THREADED ANCHOR STUD
TBG	TUBING
TC	TOP OF CONCRETE, TOP OF CURB, TIME CLOSED
TEL	TELEPHONE
TEMP	TEMPERATURE, TEMPERED
TF	TOP FACE
TG	TEMPERD GLASS
T&G	TONGUE AND GROOVE
THK	THICK
THRD	THREADED
T.O.	TOP OF, TIME OPEN
TOG	TOP OF GROUT
TP	TURNING POINT
TPD	TONS PER DAY
TPI	TURNOUT POINT OF INTERSECTION
TRANSV	TRANSVERSE
TRD	TREAD
TSS	TOTAL SUSPENDED SOLIDS
TST	TOP OF STEEL, TWISTED SHIELDED TRIAD
TT	THRUST TIE
TTD	TOILET TISSUE DISPENSER
TW	TOP OF WALL
TWAS	THICKENED WASTE ACTIVATED SLUDGE
TYP	TYPICAL
UBC	UNIFORM BUILDING CODE
UH	UNIT HEATER
UON	UNLESS OTHERWISE NOTED
UNO	UNLESS NOTED OTHERWISE
UR	URINAL
V	VENT, VOLT, VOLTMETER
VAC	VACUUM
VAT	VINYL ASBESTOS TILE
VC	VERTICAL CURVE
VERT	VERTICAL
VCP	VITRIFIED CLAY PIPE
VTR	VENT THRU ROOF
VWC	VINYL WALL COVERING
W	WATT, WEST, WIDE FLANGE (BEAM)
W/	WITH
WAS	WASTE ACTIVATED SLUDGE
WC	WATER CLOSET
WD	WOOD
WG	WIRE GLASS
WH	WATER HEATER
WK	WEEK
WP	WORKING POINT
WR GWB	WATER RESISTANT GYPSUM WALLBOARD
WR	WASTE RECEPTACLE
WS	WATER STOP, WATERSURFACE, WELDED STEEL
WTR	WATER
WWM	WELDED WIRE MESH
XFMR	TRANSFORMER
YD	YARD
YR	YEAR

NOTES:

1. FOR ELECTRICAL AND INSTRUMENTATION ABBREVIATIONS, SEE ELECTRICAL AND INSTRUMENTATION LEGENDS.
2. CONTACT THE ENGINEER FOR ABBREVIATIONS NOT LISTED.
3. THIS IS A STANDARD LEGEND SHEET, THEREFORE, SOME SYMBOLS OR ABBREVIATIONS MAY APPEAR ON THIS SHEET AND NOT ON THE PLANS.

NO.	DATE	DSGN	REVISION	DR	CHK	BY	APVD
	T LOOSE	T LOOSE		T LOOSE	R ANGLEY	R ANGLEY	APVD

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643 SW 4TH AVE, SUITE 400
GAINESVILLE, FLORIDA 32601
EB2822
RICHARD JOSEPH ANGLEY PE 8823

VIERA BOOSTER STATION
CHLORAMINATION IMPROVEMENTS
CITY OF COCOA
MELBOURNE, FLORIDA 32940

Jacobs

GENERAL
ABBREVIATIONS

AS NOTED
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING. 0 1"

DATE	SEPTEMBER 2022
PROJ	EGXM4000
DWG	01-G-03
SHEET	03 of 26

100% DESIGN DOCUMENT

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DESIGN CRITERIA

1. APPLICABLE CODE: FLORIDA BUILDING CODE SEVENTH EDITION (2020) AS AMENDED BY APPLICABLE LOCAL AGENCIES.
2. REFER TO THE DRAWINGS FOR ADDITIONAL AND SPECIFIC STRUCTURE LOADINGS AND REQUIREMENTS.
3. ALL LOADS SHOWN ARE SERVICE LEVEL (UNFACTORED) UNLESS OTHERWISE NOTED.
4. DEAD LOADS: = SELF WEIGHT
5. LIVE LOADS:
   A. VAULT TOP SLAB = 300 PSF
6. WIND LOADS:
   WIND SPEED (3 SECOND GUST)
   ULTIMATE WIND SPEED, Vult = 142 MPH
   NOMINAL WIND SPEED, Vasd = 117 MPH
   RISK CATEGORY = III
   EXPOSURE CATEGORY = C

GENERAL INFORMATION

1. FOR ABBREVIATIONS NOT LISTED, SEE ASME Y14.38 “ABBREVIATIONS AND ACRONYMS: PUBLICATION AS DISTRIBUTED BY THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME).
2. DESIGN DETAILS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS OCCURRING THROUGHOUT THE PROJECT, WHETHER OR NOT THEY ARE INDIVIDUALLY CALLED OUT.
3. VERIFY FINAL OPENING DIMENSIONS IN WALLS, SLABS, AND DECKS WITH OTHER DISCIPLINE DRAWINGS PRIOR TO CONSTRUCTION OF THESE ELEMENTS.
4. FOR NUMBER, TYPE, SIZE, ARRANGEMENT, AND/OR LOCATION OF EQUIPMENT PADS, SEE OTHER DISCIPLINE DRAWINGS. COORDINATE WITH EQUIPMENT SUPPLIER PRIOR TO PLACING SLABS, WALLS AND FOUNDATIONS. COORDINATE PIPING OPENINGS WITH OTHER DISCIPLINE DRAWINGS.
5. DO NOT CUT OR MODIFY STRUCTURAL MEMBERS FOR PIPES, DUCTS, ETC, UNLESS SPECIFICALLY DETAILED OR APPROVED IN WRITING BY THE ENGINEER.
6. VISITS TO THE JOB SITE BY THE ENGINEER TO OBSERVE THE CONSTRUCTION DO NOT IN ANY WAY MEAN THAT ENGINEER IS GUARANTOR OF CONSTRUCTOR’S WORK, NOR RESPONSIBLE FOR THE COMPREHENSIVE OR INSPECTIONS, COORDINATION, SUPERVISION, OR SAFETY AT THE JOB SITE.

INSPECTION AND TESTING

1. CONTRACTOR SHALL SCHEDULE INSPECTIONS.
2. SPECIFIED CONCRETE TESTING RELATED TO INSPECTION DURING CONSTRUCTION WILL BE OWNER FURNISHED.
3. SPECIFIED LABORATORY TEST MIXES AND SIMILAR TEST RESULTS TO VERIFY MATERIAL QUALITY AND CONFORMANCE TO SPECIFICATIONS, AND SUBMITTED FOR REVIEW PRIOR TO ACCEPTANCE FOR USE ON THE PROJECT, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. INSPECTION AND TESTING (OWNER FURNISHED) WILL BE PERFORMED IN ACCORDANCE WITH FBC SECTION 110.

FOUNDATIONS

1. FOUNDATION DESIGN WAS BASED ON ASSUMED SOILS INFORMATION NOTED BELOW.
   A. CONTRACTOR SHALL HIRE GEOTECHNICAL FIRM TO TEST SUBGRADE SOILS AND CONFIRM THE ASSUMED SOIL DESIGN PARAMETERS.
   B. NOTIFY ENGINEER IMMEDIATELY IF THE INSITU SOILS INFORMATION VARIES FROM THE ASSUMED VALUES PRIOR TO CONSTRUCTION.
2. ASSUMED SOIL DESIGN PARAMETERS:
   A. ALLOWABLE SOIL BEARING PRESSURES = 1500 PSF
   B. HIGH GROUND WATER (GW) ELEVATION = 30.50, TO TOP OF VAULT
   C. EQUIVALENT DRAINED FLUID PRESSURES (ABOVE GW):
      AT REST = 60 PCF
   D. EQUIVALENT UNDRAINED FLUID PRESSURES (BELOW GW):
      AT REST = 90 PCF
   E. VERTICAL SURCHARGE
      EQUIVALENT TO 2 FT OF SOIL WEIGHT = 240 PSF
   F. EARTH PRESSURE COEFFICIENTS:
      AT REST, Ko = 0.5
   G. COEFFICIENT OF FRICTION = 0.32
   H. MODULUS OF SUBGRADE REACTION = 100 PCI
   I. NATIVE SOIL UNIT WEIGHT
      DRY = 110 PCF UON
      SATURATED = 125 PCF
   J. FACTOR OF SAFETY FOR UPLIFT RESISTANCE (SOIL FRICTION AND WEDGE FAILURE NOT CONSIDERED):
      GW TO TOP OF VAULT ELEVATION 30.50 = 1.10
3. EXCAVATIONS SHALL BE SHORED TO PREVENT SUBSIDENCE AND DAMAGE TO ADJACENT EXISTING STRUCTURES, ROADS, UTILITIES, ETC.
4. FOUNDATION SLABS SHALL BEAR ON 6 INCHES MIN COMPACTED GRANULAR FILL UNLESS OTHERWISE NOTED.
5. FOUNDATION BEARING SURFACES SHALL BE OBSERVED BY THE GEOTECHNICAL ENGINEER OR QUALIFIED DESIGNEE PRIOR TO PLACEMENT OF FORMWORK OR REINFORCING STEEL. THE OBSERVATION SHALL VERIFY IF THE ACTUAL EXPOSED SUBGRADE IS AS ANTICIPATED BY THE SITE SPECIFIC BORINGS AND DATA REPORTS AND MEETS THE ALLOWABLE SOIL BEARING PRESSURES NOTED ON THE DRAWINGS.
6. NO BACKFILL SHALL BE PLACED BEHIND WALLS UNTIL THE WALL’S CONCRETE HAS ATTAINED 100 PERCENT AND TOP SUPPORTING SLAB’S CONCRETE HAS ATTAINED 80 PERCENT OF THEIR SPECIFIED 28 DAY COMPRESSIVE STRENGTH.

FORMWORK, SHORING, AND BRACING

1. STRUCTURES SHOWN ON THE DRAWINGS HAVE BEEN DESIGNED FOR STABILITY UNDER FINAL CONDITIONS ONLY. DESIGN SHOWN DOES NOT INCLUDE NECESSARY COMPONENTS OR EQUIPMENT FOR STABILITY OF THE STRUCTURES DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR WORK RELATING TO CONSTRUCTION ERECTION METHODS, BRACING, SHORING, RIGGING, GUYS, SCAFFOLDING, FORMWORK, AND OTHER WORK AIDS REQUIRED TO SAFELY PERFORM THE WORK SHOWN.
2. TEMPORARY SHORING SHALL REMAIN IN PLACE UNTIL ELEVATED CONCRETE FLOOR OR SLABS HAVE REACHED 80 PERCENT OF THE 28 DAY COMPRESSIVE STRENGTH AS DETERMINED BY FIELD CYLINDER BREAKS.

CONCRETE DEMOLITION

1. REMOVE EXPOSED REINFORCEMENT, ABANDONED ANCHORS AND EMBEDMENTS 1 INCH MINIMUM BEYOND FACE OF CONCRETE AND PATCH TO MATCH ADJACENT SURFACE WITH SPECIFIED REPAIR MATERIAL.
2. PATCH SPALLED CONCRETE SURFACES CAUSED DURING DEMOLITION PROCESS TO MATCH ADJACENT SURFACE WITH SPECIFIED REPAIR MATERIAL.

CONCRETE REINFORCING

1. REINFORCING STEEL:
   TYPICAL = ASTM A615, GRADE 60
2. FABRICATION AND PLACEMENT OF REINFORCING STEEL SHALL BE IN ACCORDANCE WITH CRSI MSP-1 “MANUAL OF STANDARD PRACTICE”AND ACI 301 “SPECIFICATIONS FOR STRUCTURAL CONCRETE”.
3. CONCRETE COVER FOR REINFORCING, UNLESS SHOWN OTHERWISE, SHALL BE:
   WHEN PLACED ON GROUND = 3”
   OTHER CONCRETE SURFACES = 2” UNLESS OTHERWISE NOTED
4. 90 DEGREE BENDS, UNLESS OTHERWISE SHOWN, SHALL BE COMPLY WITH TABLE 25.3.1 OF ACI 318.
5. REINFORCING STEEL FOR FOOTINGS AND SLABS ON GRADE SHALL BE ADEQUATELY SUPPORTED ON BAR SUPPORTS WITH SPACERS TO KEEP REINFORCING ABOVE THE PREPARED GRADE. LIFTING REINFORCING OFF GRADE DURING CONCRETE PLACEMENT IS NOT PERMITTED.
6. REFER TO OPENING REINFORCING DETAILS 0330-001.
7. REFER TO VERTICAL WALL REINFORCING/DOWEL PLACEMENT DETAIL 0330-005.
8. REINFORCEMENT BENDS AND LAPS, UNLESS OTHERWISE NOTED, SHALL SATISFY THE FOLLOWING MINIMUM REQUIREMENTS:

CONCRETE DESIGN STRENGTH = 4,000 PSI MIN AT 28 DAYS		GRADE 60 REINFORCING STEEL								
BAR SIZE		#3	#4	#5	#6	#7	#8	#9	#10	#11
LAP SPLICE LENGTH										
SPACING < 6”	TOP BAR	1’-4”	1’-8”	2’-1”	3’-0”	5’-2”	6’-8”	8’-6”	10’-10”	13’-4”
	OTHER BAR	1’-4”	1’-4”	1’-8”	2’-4”	4’-0”	5’-2”	6’-7”	8’-4”	10’-3”
SPACING ≥ 6”	TOP BAR	1’-4”	1’-8”	2’-0”	2’-5”	3’-6”	4’-0”	5’-0”	6’-2”	7’-5”
	OTHER BAR	1’-4”	1’-4”	1’-7”	1’-10”	2’-9”	3’-1”	3’-10”	4’-9”	5’-8”
EMBEDMENT LENGTH										
SPACING < 6”	TOP BAR	1’-0”	1’-3”	1’-8”	2’-4”	4’-0”	5’-2”	6’-7”	8’-4”	10’-3”
	OTHER BAR	1’-0”	1’-0”	1’-3”	1’-10”	3’-1”	4’-0”	5’-1”	6’-5”	7’-11”
SPACING ≥ 6”	TOP BAR	1’-0”	1’-3”	1’-7”	1’-10”	2’-9”	3’-1”	3’-10”	4’-9”	5’-8”
	OTHER BAR	1’-0”	1’-0”	1’-3”	1’-5”	2’-1”	2’-5”	3’-0”	3’-8”	4’-5”

A. LAP LENGTHS ARE BASED ON MINIMUM CONCRETE COVER OF 2 INCHES. LONGER LENGTHS ARE REQUIRED FOR CONCRETE COVER LESS THAN 2 INCHES.
B. TOP BARS SHALL BE DEFINED AS ANY HORIZONTAL BARS PLACED SUCH THAT MORE THAN 12 INCHES OF CONCRETE IS CAST IN THE MEMBER BELOW THE BAR IN ANY SINGLE POUR. HORIZONTAL WALL BARS ARE CONSIDERED TOP BARS.

CAST IN PLACE CONCRETE

1. 28-DAY COMPRESSIVE STRENGTHS: = 4500 PSI
2. DESIGN STRENGTHS ARE SAME AS 28-DAY COMPRESSIVE STRENGTHS.
3. CONTINUOUS WATERSTOP AS SPECIFIED SHALL BE INSTALLED IN CONSTRUCTION JOINTS OF AND BELOW GRADE STRUCTURES.
4. ROUGHEN AND CLEAN CONSTRUCTION JOINTS IN WALLS AND SLABS AS SPECIFIED PRIOR TO PLACING ADJACENT CONCRETE.
5. COORDINATE PLACEMENT OF OPENINGS, PIPE PENETRATIONS, CURBS, DOWELS, SLEEVES, CONDUITS, BOLTS AND INSERTS PRIOR TO PLACEMENT OF CONCRETE.
6. NO ALUMINUM CONDUIT OR PRODUCTS CONTAINING ALUMINUM OR ANY OTHER MATERIAL INJURIOUS TO THE CONCRETE SHALL BE EMBEDDED IN THE CONCRETE.
7. PATCH FORM TIE HOLES IN ACCORDANCE WITH DETAILS 0310-051.

WELDING

1. WELDS SHALL CONFORM TO AMERICAN WELDING SOCIETY (AWS):
   D1.1, STRUCTURAL WELDING CODE STEEL
   D1.2, STRUCTURAL WELDING CODE ALUMINUM
   D1.3, STRUCTURAL WELDING CODE SHEET STEEL
   D1.6, STRUCTURAL WELDING CODE STAINLESS STEEL
2. USE INTERMITTENT WELDS AT FIELD WELDS OF EMBED PLATES AND ANGLES TO AVOID SPALLING OR CRACKING OF THE EXISTING CONCRETE.
3. BUTT JOINT WELDS SHALL BE COMPLETE JOINT PENETRATION (CJP) UNLESS INDICATED OTHERWISE.

STRUCTURAL STEEL AND METAL FABRICATIONS

1. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING ASTM STANDARDS:
   W-SHAPES A992
   MISCELLANEOUS SHAPES INCLUDING ANGLES, CHANNELS, PLATES, ETC. A36
   HOLLOW STRUCTURAL SECTIONS (HSS) A500, GRADE B
   STEEL PIPE A53, GRADE B
   STAINLESS STEEL SHAPES A276
2. ALUMINUM SHALL CONFORM TO THE FOLLOWING ASTM STANDARDS:
   STRUCTURAL SHAPES B308
   PLATES B209
3. STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED IN CONFORMANCE WITH THE AISC MANUAL OF STEEL CONSTRUCTION, CURRENT EDITION, AND CURRENT OSHA STANDARDS.
4. FASTENERS SHALL BE HIGH STRENGTH BOLTS CONFORMING TO THE FOLLOWING ASTM STANDARDS EXCEPT WHERE SPECIFICALLY INDICATED OTHERWISE:
   UNLESS SHOWN OTHERWISE A325-N
   SLIP CRITICAL A325-SC
   DIRECT TENSION INDICATORS OR LOAD INDICATOR WASHERS ASTM F959
   TENSION CONTROL (TC) BOLTS ASTM A325 AND ASTM F1852
   ANCHOR BOLTS (AB)
   STAINLESS STEEL F593, AISI TYPE 316, CONDITION CW
   STEEL OR GALVANIZED STEEL F1554, GR 36 / A153
   MACHINE BOLTS (MB)
   STEEL A307
   STAINLESS STEEL F593, AISI TYPE 316, CONDITION CW
   GALVANIZED STEEL A307 / A153
   ALUMINUM F468, ALLOY 2024-T4
5. ITEMS TO BE EMBEDDED IN CONCRETE SHALL BE CLEAN AND FREE OF OIL, DIRT AND PAINT.
6. NO HOLES OTHER THAN THOSE SPECIFICALLY DETAILED SHALL BE ALLOWED THROUGH STRUCTURAL STEEL MEMBERS. NO CUTTING OR BURNING OF STRUCTURAL STEEL IS PERMITTED WITHOUT THE APPROVAL OF THE ENGINEER.

DEFERRED SUBMITTALS

1. DEFERRED SUBMITTALS ARE THOSE PORTIONS OF THE DESIGN WHICH ARE NOT SUBMITTED AT THE TIME OF PERMIT APPLICATION AND WHICH ARE TO BE SUBMITTED TO THE PERMITTING AGENCY FOR ACCEPTANCE PRIOR TO INSTALLATION OF THAT PORTION OF THE WORK OR ARE REQUIRED TO BE SUBMITTED FOR REVIEW ONLY BY THE ENGINEER.
2. FOR SPECIAL INSPECTIONS AND TESTS REFER TO CHAPTER 17 OF FLORIDA BUILDING CODE SEVENTH EDITION 2020.
3. THE FOLLOWING IS A LIST OF DEFERRED SUBMITTALS PER FBC SECTION 107.3.4.1 THAT ARE EXPECTED TO CONTAIN STRUCTURAL CALCULATIONS OR SAFETY RELATED SYSTEM INFORMATION FOR REVIEW TO MEET BUILDING PERMITTING REQUIREMENTS FOR DESIGNED SYSTEMS. PRIOR TO INSTALLATION OF THE INDICATED STRUCTURAL ELEMENT, EQUIPMENT, DISTRIBUTION SYSTEM, OR COMPONENT OR ITS ANCHORAGE, THE CONTRACTOR SHALL SUBMIT THE REQUIRED CALCULATIONS AND SUPPORTING DATA AND DRAWINGS FOR REVIEW AND ACCEPTANCE BY THE ENGINEER. ADDITIONALLY, ACCEPTANCE INDICATED ON THE ENGINEER’S COMMENT FORM, ALONG WITH THE COMPLETED, FINAL SUBMITTAL SHALL THEN BE SUBMITTED BY THE CONTRACTOR TO THE PERMITTING AGENCY AND APPROVED PRIOR TO INSTALLATION OF THESE ITEMS.

SPECIFICATION SECTION	CODE REQUIRED DEFERRED SUBMITTALS FOR REVIEW BY PERMITTING AGENCY
40 05 15	PIPING SUPPORT SYSTEMS
OTHER	ANY EQUIPMENT OR COMPONENT IN WHICH A TECHNICAL SPECIFICATION REQUIRES SUBMITTAL OF EQUIPMENT OR ANCHORAGE SYSTEM CALCULATIONS

NO.	DATE	DSGN	REVISION	DR	CHK	BY	APVD
				J THORNTON	C ANSON		C ANSON
							APVD
							C ANSON

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GENERAL
STRUCTURAL NOTES

AS NOTED
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING. 0 1”

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PIPE AND FITTING SYMBOLS

DOUBLE LINE	SINGLE LINE	
		EXISTING PIPE
		NEW PIPE
		EXISTING PIPE TO BE ABANDONED
		EXISTING PIPE TO BE REMOVED
		WELDED JOINT
		GROOVED END JOINT
		FLANGED JOINT
		MECHANICAL JOINT & PROPRIETARY RESTRAINED JOINT
		BELL & SPIGOT JOINT (LEADED)
		HUB & SPIGOT JOINT (RUBBER GASKET)
		BALL JOINT
		ADAPTER SIDE GROOVED END ADAPTER FLANGE
		FLANGED COUPLING ADAPTER
		FLEXIBLE COUPLING
		METAL BELLOWS EXP JOINT
		ELASTOMER BELLOWS EXP JOINT
		ELBOW UP
		ELBOW DOWN
		TEE UP
		TEE DOWN
		LATERAL UP
		LATERAL DOWN
		CONCENTRIC REDUCER
		ECCENTRIC REDUCER

DOUBLE LINE	SINGLE LINE	
		REDUCING BUSHING
		UNION
		CAP
		ANCHOR
		ELBOW, 90 DEGREE
		CROSS
		TEE
		ELBOW, 45 DEGREE
		LATERAL

NOTES:

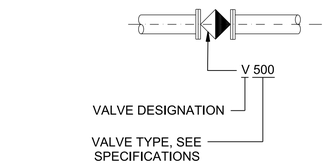
1. ONLY FLANGED END CONNECTIONS ARE SHOWN HERE FOR DOUBLE LINE FITTINGS. FITTINGS WITH OTHER END PATTERNS ARE SHOWN SIMILARLY ON THE CONSTRUCTION DRAWINGS. ALSO SEE PIPING SPECIFICATIONS.
2. SYMBOLS SHOWN HERE FOR SINGLE LINE FITTINGS ARE GENERIC ONLY. REFER TO PIPING SPECIFICATIONS FOR SPECIFIC END CONNECTIONS FOR SINGLE LINE PIPE AND FITTINGS.
3. EXISTING PIPE AND EQUIPMENT IS SHOWN LIGHT-LINED AND/OR SCREENED AND IS NOTED AS EXISTING. NEW PIPING AND EQUIPMENT IS SHOWN HEAVY-LINED.

VALVE SYMBOLS

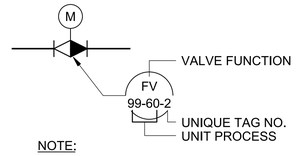
SINGLE LINE	DOUBLE LINE
GATE	
KNIFE GATE	OR
BUTTERFLY	OR
GLOBE	OR
BALL	OR
SEATING PORT	
ECCENTRIC PLUG	OR
PLUG OR COCK	OR
NEEDLE	OR
DIAPHRAGM	OR
PINCH	OR
SWING CHECK	OR
BALL CHECK	OR
HOSE VALVE (HV- X) OR (V-X) X = NO. IN SPECS	
SAMPLE	
MUD	
PRESSURE RELIEF	
AIR AND/OR VACUUM RELEASE	
REGULATED SIDE — PRESSURE CONTROL (INTERNAL PILOT)	
REGULATED SIDE — PRESSURE CONTROL (EXTERNAL PILOT)	
MULTI-PORT VALVE, ARROWS INDICATE FLOW PATTERN. SEATING PORTS ARE IMPLIED BY INDICATED FLOW PATTERN.	
TELESCOPING SCUM VALVE	

VALVE DESIGNATIONS

MANUAL VALVES AND CHECK VALVES



CONTROL VALVES



NOTE:

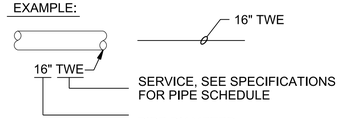
SEE I&C LEGENDS FOR FURTHER DEFINITIONS AND ACTUATOR TYPES.

ACTUATOR SYMBOLS

PNEUMATIC DIAPHRAGM	H — HYDRAULIC
PNEUMATIC CYLINDER	MANUAL
M — ELECTRIC MOTOR	S — SOLENOID
	E/H — ELECTRO HYDRAULIC

PIPING DESIGNATION

EXAMPLE:



MECHANICAL LEGEND AND NOTES

GENERIC PIPING NOTES

1. LAY PIPE TO UNIFORM GRADE BETWEEN INDICATED ELEVATION POINTS.
2. SIZE OF FITTINGS SHOWN ON DRAWINGS SHALL CORRESPOND TO ADJACENT STRAIGHT RUN OF PIPE, UNLESS OTHERWISE INDICATED. TYPE OF JOINT AND FITTING MATERIAL SHALL BE THE SAME AS SHOWN FOR ADJACENT STRAIGHT RUN OF PIPE.
3. LOCATION AND NUMBER OF PIPE HANGERS AND PIPE SUPPORTS SHOWN IS ONLY APPROXIMATE. CONTRACTOR SHALL DESIGN SUPPORTS AS SPECIFIED.
4. ALL JOINTS SHALL BE WATERTIGHT. WALL PIPES SHALL BE USED WHEREVER PIPING PASSES FROM A STRUCTURE TO BACKFILL.
5. ALL FLEXIBLE CONNECTORS AND COUPLING ADAPTERS SHALL BE PROVIDED WITH THRUST PROTECTION AS SPECIFIED, UNLESS OTHERWISE NOTED. THRUST PROTECTION SHALL BE ADEQUATE FOR TEST PRESSURES SPECIFIED.
6. SYMBOLS, LEGENDS, AND PIPE USE IDENTIFICATIONS SHOWN SHALL BE FOLLOWED THROUGHOUT THE DRAWINGS, WHEREVER APPLICABLE. NOT ALL OF THE VARIOUS PIPING COMPONENTS ARE NECESSARILY USED IN THE PROJECT.
7. ALL BURIED PIPING SPECIFIED TO BE PRESSURE TESTED, EXCEPT FLANGED, WELDED, OR SCREWED PIPING, SHALL BE PROVIDED WITH THRUST PROTECTION AS SPECIFIED, UNLESS OTHERWISE NOTED.
8. NUMBER AND LOCATION OF UNIONS SHOWN ON DRAWINGS IS ONLY APPROXIMATE. PROVIDE ALL UNIONS NECESSARY TO FACILITATE CONVENIENT REMOVAL OF VALVES AND MECHANICAL EQUIPMENT.
9. WHERE A GROOVED END COUPLING IS SHOWN, IT SHALL BE THE RIGID JOINT TYPE, UNLESS OTHERWISE SPECIFIED. WHERE A FLANGED COUPLING ADAPTER IS SHOWN, A STANDARD FLANGE SHALL BE JOINED TO THE COUPLING ADAPTER.

GENERAL YARD PIPING & UTILITY NOTES

1. EXISTING UNDERGROUND UTILITIES OBTAINED FROM RECORD DRAWINGS AND FROM FIELD SURVEYS. CONTRACTOR SHALL FIELD VERIFY DEPTH AND LOCATION PRIOR TO EXCAVATION. PROTECT ALL EXISTING UTILITIES DURING DEMOLITION AND CONSTRUCTION.
2. EXISTING PIPING AND EQUIPMENT ARE SHOWN SCREENED AND/OR LIGHT-LINED. NEW PIPING AND EQUIPMENT ARE SHOWN HEAVY-LINED.
3. UNLESS OTHERWISE SHOWN ALL PIPING SHALL HAVE A MINIMUM OF 36" COVER.
4. ALL NEW WATER PIPES MUST BE PROPERLY FLUSHED, PRESSURE TESTED, CHLORINATED AND BACTERIOLOGICALLY TESTED, AS SPECIFIED.
5. FOR TRENCHING AND BACKFILL, SEE (3123-110) .
6. FOR SURFACE RESTORATION OF ASPHALT, SEE (3123-115), AND FOR GRASS, SEE SPECIFICATION 32 92 00.

NO.	DSGN	DATE	REVISION	DR	CHK	APVD
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GENERAL
PROCESS MECHANICAL LEGEND

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AS NOTED
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING. 0 1"

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THRUST BLOCK NOTES AND DETAILS

THRUST BLOCK NOTES

1. KEEP CONCRETE CLEAR OF JOINT AND JOINT ACCESSORIES.
2. CONCRETE THRUST BLOCKING SHALL BE POURED AGAINST UNDISTURBED EARTH.
3. REQUIRED VOLUMES OR BEARING AREAS AT FITTINGS SHALL BE AS INDICATED BELOW, ADJUSTED, IF NECESSARY, TO CONFORM TO THE TEST PRESSURE(S) AND ALLOWABLE SOIL BEARING STRESS(ES) STATED IN THE SPECIFICATIONS.
4. THRUST BLOCK VOLUMES FOR VERTICAL BENDS HAVING UPWARD RESULTANT THRUSTS ARE BASED ON TEST PRESSURE OF 150 PSIG AND THE WEIGHT OF CONCRETE = 4050 LBS/CU YD. TO COMPUTE VOLUMES FOR DIFFERENT TEST PRESSURES, USE THE FOLLOWING EQUATION: VOLUME = (TEST PRESS./150) x (TABLE VALUE).
5. BEARING AREAS FOR HORIZONTAL BEND THRUST BLOCKS ARE BASED ON TEST PRESSURE OF 150 PSIG AND AN ALLOWABLE SOIL BEARING STRESS OF 2000 LBS/SQ FT. TO COMPUTE BEARING AREAS FOR DIFFERENT TEST PRESSURES AND SOIL BEARING STRESSES, MULTIPLY TABLE VALUES BY THE FACTOR $(13.33)(P'/S'_b)$, WHERE: P' = ACTUAL TEST PRESSURE, PSIG; S'_b = ACTUAL SOIL BEARING PRESSURE, PSF.
6. THRUST BLOCKS FOR VERTICAL BENDS HAVING DOWNWARD RESULTANT THRUSTS SHALL BE THE SAME AS FOR HORIZONTAL BENDS.
7. BEARING AREAS, VOLUMES, AND SPECIAL BLOCKING DETAILS SHOWN ON PLANS TAKE PRECEDENCE OVER THIS STANDARD
8. BEARING AREA OF THRUST BLOCK SHALL NOT BE LESS THAN 1.0 SQ FT.
9. VERTICAL BENDS THAT REQUIRE A THRUST BLOCK VOLUME EXCEEDING 5 CUBIC YARDS REQUIRE SPECIAL BLOCKING DETAILS. SEE PLANS FOR VOLUMES SHOWN TO LEFT OF SOLID LINE IN TABLE.
10. TEST PRESSURES ARE SHOWN IN THE PIPING SCHEDULE OF SPECIFICATION SECTION 40 27 00.
11. ALLOWABLE SOIL BEARING STRESS IS 2000 LBS/SQ FT.

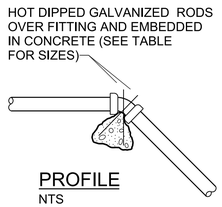
BEARING AREA OF THRUST BLOCKS IN SQ. FT. (HORIZONTAL BENDS)

FITTING SIZE	TEE, WYE, TERMINAL PLUG, OR CAP	90° BEND OR PLUGGED CROSS	TEE PLUGGED RUN		BEND ANGLE		
			A_1	A_2	45°	22 1/2°	11 1/4°
≤ 4	1.0	1.4	1.9	1.4	1.0	-	-
6	2.1	3.0	4.3	3.0	1.6	1.0	-
8	3.8	5.3	7.6	5.4	2.9	1.5	1.0
10	5.9	8.4	11.8	8.4	4.6	2.4	1.2
12	8.5	12.0	17.0	12.0	6.6	3.4	1.7
14	11.5	16.3	23.0	16.3	8.9	4.6	2.3
16	15.0	21.3	30.0	21.3	11.6	6.0	3.0
18	19.0	27.0	38.0	27.0	14.6	7.6	3.8
20	23.5	33.3	47.0	33.3	18.1	9.4	4.7
24	34.0	48.0	68.0	48.0	26.2	13.6	6.8

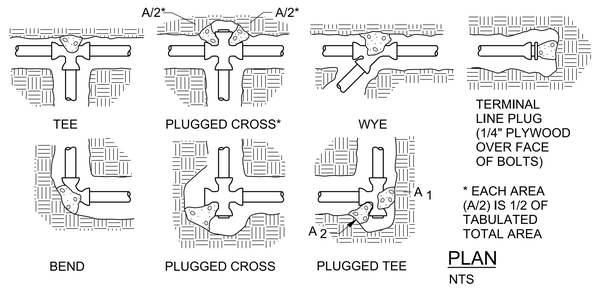
VOLUME OF THRUST BLOCK IN CUBIC YARDS (VERTICAL BENDS)

FITTING SIZE	BEND ANGLE		
	45°	22 1/2°	11 1/4°
4	1.1	0.4	0.2
6	2.7	1.0	0.4
8	4.0	1.5	0.6
10	6.0	2.3	0.9
12	8.5	3.2	1.3
14	11.5	4.3	1.8
16	14.8	5.6	2.3

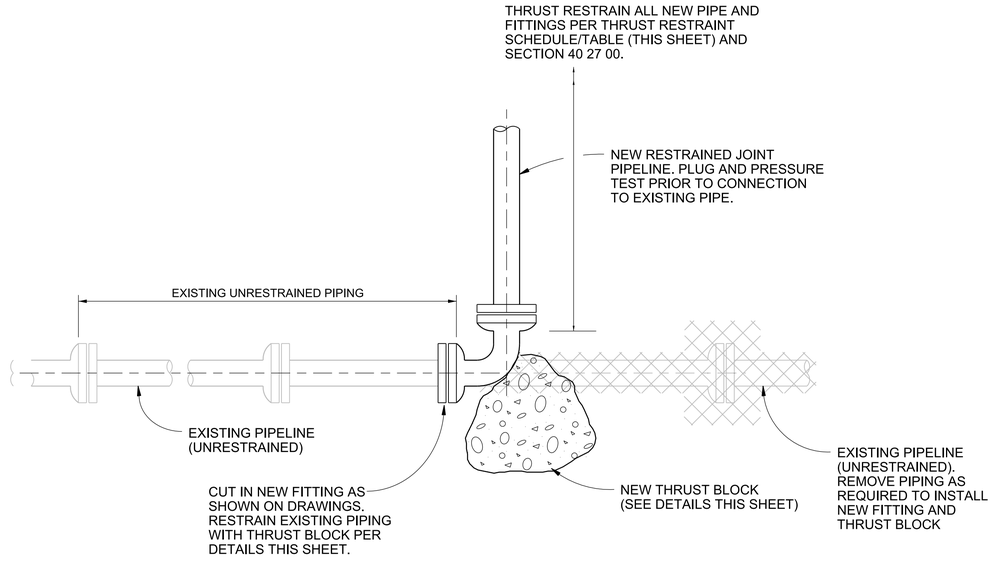
FITTING SIZE	ROD SIZE	EMBEDMENT
12" AND LESS	#6	30"
14"-16"	#8	36"



PROFILE
NTS



PLAN
NTS



CONNECTION TO EXISTING BURIED PIPELINES

NTS

NOTES:

1. FOR IN-LINE IN CUT CONNECTIONS, USE LONG BODY CEMENT LINED DUCTILE IRON SOLID SLEEVE WITH MEGA LUG SERIES 1100 FOLLOWER GLANDS, OR EQUAL.

THRUST RESTRAINT SCHEDULE/TABLE

MINIMUM RESTRAINED LENGTH (FT) FOR A TEST PRESSURE OF 100 PSI

NOMINAL PIPE SIZE (INCHES)	FITTING TYPE				
	TEE, BRANCH, OR 90 DEGREE BEND	WYE OR 45 DEGREE BEND	22 1/2 DEGREE BEND	11 1/4 DEGREE BEND	TERMINAL PLUG
4 & 6	18	18	18	18	30
8	18	18	18	18	39
10	18	18	18	18	47
12	18	18	18	18	54
14	18	29	18	18	62
16	24	37	18	18	69
18	33	45	18	18	76
20	41	53	24	18	83

THRUST RESTRAINT SCHEDULE/TABLE NOTES

1. JOINT RESTRAINT FOR NEW DUCTILE IRON PIPING AS SPECIFIED IN SECTION 40 27 00 AND PIPING SECTIONS. TABULATED VALUES FOR 100 PSI TEST PRESSURE. FOR VALUES AT PRESSURES OTHER THAN 100 PSI, MULTIPLY TABLE VALUES BY THE RATIO OF ACTUAL TEST PRESSURE TO 100. TEST PRESSURES FOR EACH SERVICE ARE DEFINED IN THE PIPING SCHEDULE (SECTION 40 27 00).
2. WHERE LISTED VALUES ARE LESS THAN ONE PIPE SEGMENT, RESTRAIN THE FITTING JOINTS ONLY.
3. RESTRAINED LENGTHS APPLY TO PIPE RUNS ON EACH SIDE OF A CHANGE IN DIRECTION.
4. THRUST RESTRAINT TABLE REFERS TO ALL NEW PIPING.
5. RESTRAINED JOINT LENGTH CALCULATION ASSUMES:
   A. MINIMUM 3 FEET OF SOIL COVER.
   B. SANDY SOIL BACKFILL WITH 30 DEGREE FRICTION ANGLE.

NO.	DATE	REVISION	BY	APVD
DSGN	T LOOSE	DR T LOOSE	CHK R ANGLEY	APVD R ANGLEY

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GENERAL
PROCESS MECHANICAL PIPE RESTRAINT INFORMATION

100% DESIGN DOCUMENT

AS NOTED
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING. 0 1"

DATE	SEPTEMBER 2022
PROJ	EGXM4000
DWG	01-G-08
SHEET	06 of 26

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SYMBOL	DESCRIPTION
@ MCC-A	MAJOR ELECTRICAL COMPONENT OR DEVICE - NAME OR IDENTIFYING SYMBOL AS SHOWN.
L P X X A	PANELBOARD - SURFACE MOUNTED PANELBOARD LETTER OR NUMBER FACILITY NUMBER LP - LOW VOLTAGE PANEL DP - DISTRIBUTION PANEL
	PANELBOARD - FLUSH MOUNTED
	TERMINAL JUNCTION BOX
M	MOTOR, SQUIRREL CAGE INDUCTION
G	GENERATOR, VOLTAGE AND SIZE AS INDICATED.
LPXXA	HOME RUN - DESTINATION SHOWN
or /G	EXPOSED CONDUIT AND CONDUCTORS*
or /G	CONCEALED CONDUIT AND CONDUCTORS*
NOTE: ALL UNMARKED CONDUIT RUNS CONSIST OF TWO NO. 12, ONE NO. 12 GROUND CONDUCTORS IN 3/4" CONDUIT. RUNS MARKED WITH CROSSHATCHES INDICATE NUMBER OF NO. 12 CONDUCTORS. CROSSHATCH WITH SUBSCRIPT "G" INDICATES GREEN GROUND WIRE.	
/G	CROSSHATCHES WITH BAR INDICATE NO.10 CONDUCTOR. SIZE CONDUIT ACCORDING TO SPECIFICATIONS AND APPLICABLE CODE.
[A1]	CONDUIT AND CONDUCTOR CALLOUT, SEE LEGEND.
	CONDUIT DOWN
	CONDUIT UP
	CONDUIT, STUBBED AND CAPPED
	CONDUIT TERMINATION AT CABLE TRAY
EX	EXISTING CONDUIT/ DUCT BANK
BD	BUS DUCT - SEE SPECIFICATIONS
CE	CONCRETE ENCASED CONDUIT
DB	DIRECT BURIED CONDUIT
FO	FIBER OPTIC CONDUIT
XXX	CONCRETE ENCASED DUCT BANK WHERE XXX IS THE DUCT BANK NAME. SEE DUCTBANK SECTIONS FOR CONTENTS
	CONCEALED CONDUIT ROUTING AREA
	CONDUIT ROUTING AREA
	CABLE TRAY
T	TRANSFORMER
J or HH	GENERAL CONTROL OR WIRING DEVICE. LETTER SYMBOLS OR ABBREVIATIONS INDICATE TYPE OF DEVICE
CS	CONTROL STATION, SEE CONTROL DIAGRAMS FOR CONTROL DEVICE(S) REQUIRED.
30	NONFUSED DISCONNECT SWITCH, CURRENT RATING INDICATED, 3 POLE
60/40	FUSED DISCONNECT SWITCH, CURRENT RATING INDICATED (60/40, 60=SWITCH RATING / 40=FUSE RATING) 3 POLE
2	COMBINATION CIRCUIT BREAKER AND MAGNETIC STARTER, NEMA SIZE INDICATED
100/40	BREAKER, SEPARATELY MOUNTED, CURRENT RATING INDICATED (100/40, 100 = FRAME SIZE; 40 = TRIP RATING) 3 POLE

SYMBOL	DESCRIPTION
XX 2	CONVENIENCE RECEPTACLE - DUPLEX UNLESS NOTED OTHERWISE WP - WEATHERPROOF C - CLOCK HANGER TL - TWIST LOCK CRE - CORROSION RESISTANT GFCI - GROUND FAULT CIRCUIT INTERRUPTER SUBSCRIPT NUMBER AT RECEPTACLE INDICATES CIRCUIT
	CONVENIENCE RECEPTACLE - QUADRUPLEX
L20R 20	RECEPTACLE, SPECIAL PURPOSE-NEMA CONFIGURATION AND AMPERAGE INDICATED
T	THERMOSTAT
	UTILITY REVENUE METERING FACILITY
	UTILITY POLE
1 or 1	LUMINAIRE, SEE SCHEDULE
1	LUMINAIRE, SEE SCHEDULE
1 or	LUMINAIRE WITH INTERNAL BATTERY BACKUP, SEE SCHEDULE
1	STRIP LUMINAIRE, SEE SCHEDULE
4 or 4	LUMINAIRE AND POLE, SEE SCHEDULE
5 or 5	WALL MOUNTED LUMINAIRE, SEE SCHEDULE
1	FLOOD LIGHTS - AIM IN THE DIRECTION SHOWN
	STANDBY LIGHTING UNIT, SURFACE MOUNTED, SEE SCHEDULE
XX or	EXIT LIGHTS - FILLED SECTION INDICATES LIGHTED FACE, ARROW INDICATES EGRESS DIRECTIONAL INDICATORS, XX = FIXTURE NUMBER, SEE SCHEDULE
$a or 2a	SMALL LETTER SUBSCRIPT AT SWITCH AND LUMINAIRE INDICATES SWITCHING. SUBSCRIPT NUMBER AT LUMINAIRE INDICATES CIRCUIT
$3	WALL SWITCH: 2- DOUBLE POLE P- PILOT LIGHT 3- THREE WAY K- KEY OPERATED 4- FOUR WAY D- DIMMER WP- WEATHERPROOF CRE- CORROSION RESISTANT EX- EXPLOSIONPROOF L- MOMENTARY 3-WAY M- MOTOR RATED MS- MANUAL STARTER WITH OVERLOADS
LC	LIGHTING CONTACTOR
	COMBINATION TELEPHONE/DATA RECEPTACLE, WALL MOUNTED, NUMBER OF PORTS INDICATED.
	GROUND ROD
	GROUND ROD IN TEST WELL
G	GROUNDING CONDUCTOR
G	EQUIPMENT GROUND BUS
N	EQUIPMENT NEUTRAL BUS
G G G	CAD WELD CABLE CONNECTION
G R	CAD WELD CABLE TO REBAR WITH MINIMUM TWO INCH CONCRETE COVER IN OUTDOOR AREA
G C	UL CLAMP OR BOLTED CONNECTION TO EQUIPMENT, STRUCTURAL STEEL OR STUBBED UP REINFORCING STEEL (INDOORS)

SYMBOL	DESCRIPTION
	DRAWOUT AIR CIRCUIT BREAKER, LOW VOLTAGE
400	CIRCUIT BREAKER, THERMAL MAGNETIC TRIP SHOWN, 3 POLE, UNO
AS/AF or AT/AF	CIRCUIT BREAKER, STATIC TRIP UNIT, SENSOR AMP TRIP AND FRAME RATINGS SHOWN, 3 POLE, UNO
100/M	CIRCUIT BREAKER, MAGNETIC TRIP ONLY, TRIP RATING SHOWN, 3 POLE, UNO
400 225	FUSED SWITCH, SWITCH AND FUSE CURRENT RATING INDICATED, 3 POLE, UNO
100	SWITCH, CURRENT RATING INDICATED, 3 POLE, UNO
60 (3)	FUSE, CURRENT RATING AND QUANTITY INDICATED
1	MAGNETIC STARTER WITH OVERLOAD, NEMA SIZE INDICATED, FVNR UNO
AFD	ELECTRONIC STARTER/SPEED CONTROL RVSS = REDUCED VOLTAGE SOFT STARTER AFD = AC ADJUSTABLE FREQUENCY DRIVE DC = DC ADJUSTABLE SPEED DRIVE RVAT = REDUCED VOLTAGE AUTO TRANSFORMER TYPE RVRT = REDUCED VOLTAGE REACTOR TYPE VFD = VARIABLE FREQUENCY DRIVE
	CABLE OR BUS CONNECTION POINT
K	KEY INTERLOCK
3	AC MOTOR, SQUIRREL CAGE INDUCTION - HORSEPOWER INDICATED
G 500/625	GENERATOR, KW/KVA RATING SHOWN
DPM	DIGITAL POWER METER (MULTIFUNCTION)
	GROUND
15 KVA 480-120/240V 1 PH	TRANSFORMER, SIZE, VOLTAGE RATINGS, AND PHASE INDICATED
	SHIELDED ISOLATION TRANSFORMER
480-120V (3)	POTENTIAL TRANSFORMER, VOLTAGE RATING AND QUANTITY INDICATED
100:5 (3)	CURRENT TRANSFORMER, RATIO(100:5) AND QUANTITY INDICATED (3)
	CONNECTION POINT TO EQUIPMENT SPECIFIED IN OTHER DIVISIONS. RACEWAY, CONDUCTOR AND CONNECTION IN THIS DIVISION
SPD	SURGE PROTECTIVE DEVICE
	TERMINAL BLOCK LUG
	DELTA CONNECTION
	WYE GROUNDED CONNECTION, SOLID GROUND
86	RELAY OR DEVICE, ANSI FUNCTION NUMBER AS INDICATED
MO	MOTOR OPERATOR, BREAKER OR SWITCH
MPR	MOTOR PROTECTION RELAY
	PUSH-BUTTON SWITCH, MOMENTARY CONTACT, NORMALLY OPEN
	PUSH-BUTTON SWITCH, MOMENTARY CONTACT, NORMALLY CLOSED

SYMBOL	DESCRIPTION
	3 POSITION SELECTOR SWITCH MAINTAINED CONTACT
HAND OFF REMOTE	SELECTOR SWITCH - MAINTAINED CONTACT - CHART IDENTIFIES OPERATION WHEN NEEDED FOR CLARITY:

CKT	POSITION HAND	OFF	REMOTE
1	X	O	O
2	O	O	X

X - CLOSED CONTACT
O - OPEN CONTACT

SYMBOL	DESCRIPTION
	TOGGLE SWITCH, ON-OFF TYPE
ON OFF	SELECTOR SWITCH, ON-OFF TYPE
	MUSHROOM HEAD PUSHBUTTON SWITCH
A	INDICATING LIGHT - LETTER INDICATES COLOR A - AMBER G - GREEN B - BLUE R - RED C - CLEAR W - WHITE S - STROBE
ETM	ELAPSED TIME METER
M	MOTOR STARTER CONTACTOR COIL
CRX	CONTROL RELAY, X INDICATES NUMERICAL ORDER IN CIRCUIT
TDR X	TIME DELAY RELAY, X INDICATES NUMERICAL ORDER IN CIRCUIT
SV X	SOLENOID VALVE, X INDICATES NUMERICAL ORDER IN CIRCUIT
	CONTACT - NORMALLY OPEN
	CONTACT - NORMALLY CLOSED
	REMOTE DEVICE
	MOTOR SPACE HEATER
	TERMINAL BLOCK, REMOTE
	TERMINAL BLOCK, INTERNAL
	FUSE, RATING INDICATED
CPT 120V	TRANSFORMER, CONTROL POWER
+ −	BATTERY

NOTES:

1. THESE ARE STANDARD LEGEND SHEETS. SOME SYMBOLS AND ABBREVIATIONS MAY APPEAR ON THE LEGEND AND NOT ON THE DRAWINGS.
2. FOR ADDITIONAL ABBREVIATIONS OF OTHER DIVISIONS (HVAC, MECHANICAL, AND STRUCTURAL/ARCHITECTURAL) SEE OTHER LEGENDS.

NO.	DSGN	DATE	REVISION	CHK	DR
		T LOOSE			T LOOSE
				R ANGLEY	
			APVD		APVD
			BY		APVD
				D NICHOLSON	

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GENERAL
ELECTRICAL LEGEND
SHEET 1

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AS NOTED
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING. 0 1"

DATE	SEPTEMBER 2022
PROJ	EGXM4000
DWG	01-G-11
SHEET	07 of 26

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POWER CIRCUIT CALLOUTS

EQUIPMENT GROUNDS NEC 250 Table 122		100% GROUNDS NEC 250-122(A)		SERVICE GROUNDS NEC 250 Table 66	
2 Wire + Ground					
[20E2]	3/4"C-2#12,#12G	[20M2]	3/4"C-2#12,#12G	NA	NA
[30E2]	3/4"C-2#10,#10G	[30M2]	3/4"C-2#10,#10G	NA	NA
[40E2]	3/4"C-2#8,#10G	[40M2]	3/4"C-2#8,#8G	[40S2]	3/4"C-2#8,#8G
[50E2]	3/4"C-2#8,#10G	[50M2]	3/4"C-2#8,#8G	[50S2]	3/4"C-2#8,#8G
[60E2]	1"C-2#6,#10G	[60M2]	1"C-2#6,#6G	[60S2]	3/4"C-2#6,#8G
[70E2]	1"C-2#4,#8G	[70M2]	1"C-2#4,#4G	[70S2]	3/4"C-2#4,#8G
[80E2]	1"C-2#4,#8G	[80M2]	1"C-2#4,#4G	[80S2]	3/4"C-2#4,#8G
[90E2]	1"C-2#3,#8G	[90M2]	1"C-2#3,#3G	[90S2]	1"C-2#3,#8G
[100E2]	1"C-2#3,#8G	[100M2]	1"C-2#3,#3G	[100S2]	1"C-2#3,#8G
[110E2]	1"C-2#2,#6G	[110M2]	1"C-2#2,#2G	[110S2]	1"C-2#2,#8G
[125E2]	1-1/4"C-2#1,#6G	[125M2]	1-1/4"C-2#1,#1G	[125S2]	1-1/4"C-2#1,#6G
[150E2]	1-1/4"C-2#1/0,#6G	[150M2]	1-1/4"C-2#1/0,#1/0G	[150S2]	1-1/4"C-2#1/0,#6G
[200E2]	1-1/2"C-2#3/0,#6G	[200M2]	1-1/2"C-2#3/0,#3/0G	[200S2]	1-1/4"C-2#3/0,#4G
[225E2]	2"C-2#4/0,#4G	[225M2]	2"C-2#4/0,#4/0G	[225S2]	1-1/2"-2#4/0,#2G
[400E2]	3"C-2#500,#3G	[400M2]	3"C-2#500,#500G	[400S2]	3"-2#500,#1/0G
3 Wire + Ground					
[20E3]	3/4"C-3#12,#12G	[20M3]	3/4"C-3#12,#12G	NA	NA
[30E3]	3/4"C-3#10,#10G	[30M3]	3/4"C-3#10,#10G	NA	NA
[40E3]	3/4"C-3#8,#10G	[40M3]	3/4"C-3#8,#8G	[40S3]	3/4"C-3#8,#8G
[50E3]	3/4"C-3#8,#10G	[50M3]	3/4"C-3#8,#8G	[50S3]	3/4"C-3#8,#8G
[60E3]	3/4"C-3#6,#10G	[60M3]	3/4"C-3#6,#6G	[60S3]	3/4"C-3#6,#8G
[70E3]	1"C-3#4,#8G	[70M3]	1"C-3#4,#4G	[70S3]	1"C-3#4,#8G
[80E3]	1"C-3#4,#8G	[80M3]	1"C-3#4,#4G	[80S3]	1"C-3#4,#8G
[90E3]	1-1/4"C-3#3,#8G	[90M3]	1-1/4"C-3#3,#3G	[90S3]	1"C-3#3,#8G
[100E3]	1-1/4"C-3#3,#8G	[100M3]	1-1/4"C-3#3,#3G	[100S3]	1"C-3#3,#8G
[110E3]	1-1/2"C-3#2,#6G	[110M3]	1-1/2"C-3#2,#2G	[110S3]	1"C-3#2,#8G
[125E3]	1-1/2"C-3#1,#6G	[125M3]	1-1/2"C-3#1,#1G	[125S3]	1-1/2"C-3#1,#6G
[150E3]	1-1/2"C-3#1/0,#6G	[150M3]	1-1/2"C-3#1/0,#1/0G	[150S3]	1-1/4"C-3#1/0,#6G
[200E3]	2"C-3#3/0,#6G	[200M3]	2"C-3#3/0,#3/0G	[200S3]	1-1/2"C-3#3/0,#4G
[225E3]	2"C-3#4/0,#4G	[225M3]	2"C-3#4/0,#4/0G	[225S3]	2"C-3#4/0,#2G
[250E3]	2-1/2"C-3#300,#4G	[250M3]	2-1/2"C-3#300,#300G	[250S3]	2-1/2"C-3#300,#2G
[300E3]	3"C-3#350,#4G	[300M3]	3"C-3#350,#350G	[300S3]	2-1/2"C-3#350,#2G
[350E3]	3"C-3#500,#3G	[350M3]	3"C-3#500,#500G	[350S3]	3"C-3#500,#1/0G
[400E3]	4"C-3#600,#2G	[400M3]	3"C-3#500,#500G	[400S3]	3"C-3#500,#1/0G
[500E3]	(2)2-1/2"C-3#250,#2G	[500M3]	(2)2-1/2"C-3#250,#250G	[500S3]	(2)2-1/2"C-3#250,#1/0G
[600E3]	(2)3"C-3#350,#1G	[600M3]	(2)3"C-3#350,#350G	[600S3]	(2)3"C-3#350,#2/0G
[700E3]	(2)3"C-3#500,#1/0G	[700M3]	(2)3"C-3#500,#500G	[700S3]	(2)3"C-3#500,#2/0G
[800E3]	(2)3"C-3#500,#1/0G	[800M3]	(2)3"C-3#500,#500G	[800S3]	(2)3"C-3#500,#2/0G
[1000E3]	(3)3"C-3#350,#2/0G	[1000M3]	(3)3"C-3#500,#500G	[1000S3]	(3)3"C-3#500,#3/0G
[1200E3]	(3)3-1/2"C-3#600,#3/0G	[1200M3]	(3)3-1/2"C-3#600,#600G	[1200S3]	(3)3-1/2"C-3#600,#3/0G
[1600E3]	(4)3-1/2"C-3#600,#4/0G	[1600M3]	(4)3-1/2"C-3#600,#600G	[1600S3]	(4)3-1/2"C-3#600,#3/0G
[2000E3]	(5)3-1/2"C-3#600,#250G	[2000M3]	(5)3-1/2"C-3#600,#600G	[2000S3]	(5)3-1/2"C-3#600,#3/0G
[2500E3]	(6)3-1/2"C-3#600,#350G	[2500M3]	(6)3-1/2"C-3#600,#600G	[2500S3]	(6)3-1/2"C-3#600,#3/0G
[3000E3]	(8)3-1/2"C-3#600,#400G	[3000M3]	(8)3-1/2"C-3#600,#600G	[3000S3]	(8)3-1/2"C-3#600,#3/0G
[4000E3]	(10)3-1/2"C-3#600,#500G	[4000M3]	(10)3-1/2"C-3#600,#600G	[4000S3]	(10)3-1/2"C-3#600,#3/0G

4 Wire + Ground				MULTI-WIRE 20 AMP	
[20E4]	3/4"C-4#12,#12G	[20M4]	3/4"C-4#12,#12G	[20E5]	3/4"C-5#12,1#12G
[30E4]	3/4"C-4#10,#10G	[30M4]	3/4"C-4#10,#10G	[20E6]	3/4"C-6#12,1#12G
[40E4]	3/4"C-4#8,#10G	[40M4]	3/4"C-4#8,#8G	[20E7]	3/4"C-7#12,1#12G
[50E4]	3/4"C-4#8,#10G	[50M4]	3/4"C-4#8,#8G	[20E8]	3/4"C-8#12,1#12G
[60E4]	1"C-4#6,#8G	[60M4]	1"C-4#6,#6G	[20E9]	3/4"C-9#12,1#12G
[70E4]	1-1/4"C-4#4,#8G	[70M4]	1-1/4"C-4#4,#4G	[20E10]	1"C-10#10,1#10G
[80E4]	1-1/4"C-4#4,#8G	[80M4]	1-1/4"C-4#4,#4G	[20E11]	1"C-11#10,1#10G
[90E4]	1-1/4"C-4#3,#8G	[90M4]	1-1/4"C-4#3,#3G	[20E12]	1"C-12#10,1#10G
[100E4]	1-1/4"C-4#3,#8G	[100M4]	1-1/4"C-4#3,#3G	[20E13]	1"C-13#10,1#10G
[110S4]	1-1/2"C-4#2,#6G	[110M3]	1-1/2"C-4#2,#2G	[20E14]	1"C-14#10,1#10G
[125E4]	1-1/2"C-4#1,#6G	[125M4]	1-1/2"C-4#1,#1G	[20E15]	1"C-15#10,1#10G
[150E4]	2"C-4#1/0,#6G	[150M4]	2"C-4#1/0,#1/0G	[20E16]	1-1/4"C-16#10,1#10G
[200E4]	2"C-4#3/0,#6G	[200M4]	2"C-4#3/0,#3/0G	[20E17]	1-1/4"C-17#10,1#10G
[225E4]	2-1/2"C-4#4/0,#4G	[225M4]	2-1/2"C-4#4/0,#4/0G	[20E18]	1-1/4"C-18#10,1#10G
[250E4]	3"C-4#300,#4G	[250M4]	3"C-4#300,#300G	[20E19]	1-1/4"C-19#10,1#10G
[300E4]	3"C-4#350,#4G	[300M4]	3"C-4#350,#350G	[20E20]	1-1/4"C-20#10,1#10G
[350E4]	3-1/2"C-4#500,#3G	[350M4]	3-1/2"C-4#500,#500G		
[400E4]	(2)2"C-4#3/0,#2G	[400M4]	(2)3-1/2"C-4#500,#500G		
[500E4]	(2)3-1/2"C-4#250,#2G	[500M4]	(2)3-1/2"C-4#250,#250G		
[600E4]	(2)3"C-4#350,#1G	[600M4]	(2)3"C-4#350,#350G		
[700E4]	(2)3-1/2"C-4#500,#1/0G	[700M4]	(2)3-1/2"C-4#500,#500G		
[800E4]	(2)3-1/2"C-4#500,#1/0G	[800M4]	(2)3-1/2"C-4#500,#500G		
[1000E4]	(3)3"C-4#350,#2/0G	[1000M4]	(3)3"C-4#350,#350G		
[1200E4]	(3)4"C-4#600,#3/0G	[1200M4]	(3)4"C-4#600,#600G		
[1600E4]	(4)4"C-4#600,#4/0G	[1600M4]	(4)4"C-4#600,#600G		
[2000E4]	(5)4"C-4#600,#250G	[2000M4]	4"C-4#600,#600G		
[2500E4]	(6)4"C-4#600,#350G	[2500M4]	4"C-4#600,#600G		
[3000E4]	(8)4"C-4#600,#400G	[3000M4]	4"C-4#600,#600G		
[4000E4]	(10)4"C-4#600,#500G	[4000M4]	4"C-4#600,#600G		

THE MULTIWIRE CONFIGURATIONS SHOWN HERE SHALL NOT BE USED FOR RECEPTACLE CIRCUITS OR OTHER CORD-AND-PLUG-CONNECTED PORTABLE LOADS. NEC-240.4(B)

NOTE 1 - WHERE [-----] DESIGNATOR IS PRECEEDED BY "MC" PROVIDE METAL CLAD CABLE.

GENERAL CIRCUIT CONDUCTOR AND CONDUIT IDENTIFICATION

MULTICONDUCTOR POWER CABLE CIRCUIT CALLOUTS	
[PC1]	[3/4"C,1 (3C#12,1#12G) TYPE 2]
[PC2]	[3/4"C,1 (3C#10,1#10G) TYPE 2]
[PC3]	[1"C,1 (3C#8,1#10G) TYPE 2]
[PC4]	[1 1/4"C,2 (3C#12,1#12G) TYPE 2]
[PC5]	[1 1/2"C,2 (3C#10,1#10G) TYPE 2]
[PC1A]	[3/4"C,1 (2C#12,1#12G) TYPE 2]
[PC2A]	[3/4"C,1 (2C#10,1#10G) TYPE 2]

AFD POWER CABLE CALLOUTS	
[20PV3]	[1"C,1(3C#12,1#12G) TYPE 8]
[30PV3]	[1 1/2"C,1(3C#10,1#10G) TYPE 8]
[40PV3]	[1 1/2"C,1(3C#8,1#8G) TYPE 8]
[60PV3]	[2"C,1(3C#6,1#6G) TYPE 8]
[80PV3]	[2"C,1(3C#4,1#4G) TYPE 8]
[100PV3]	[2 1/2"C,1(3C#2,1#2G) TYPE 8]

EMPTY CONDUIT	
[EC-1]	[3/4"C,WITH PULL STRING]
[EC-2]	[1"C,WITH PULL STRING]
[EC-3]	[1 1/4"C,WITH PULL STRING]
[EC-4]	[1 1/2"C,WITH PULL STRING]
[EC-5]	[2"C,WITH PULL STRING]
[EC-6]	[3"C,WITH PULL STRING]
[EC-7]	[4"C,WITH PULL STRING]
[EC-8]	[5"C,WITH PULL STRING]

ANALOG CIRCUIT CALLOUTS	
[A1]	[3/4"C,1 TYPE 3]
[A2]	[1"C,2 TYPE 3]
[A3]	[1"C,3 TYPE 3]
[A4]	[1"C,4 TYPE 3]
[A5]	[1 1/4"C,5 TYPE 3]
[A6]	[1 1/4"C,6 TYPE 3]
[A7]	[1 1/2"C,7 TYPE 3]
[A8]	[1 1/2"C,8 TYPE 3]
[A9]	[1 1/2"C,9 TYPE 3]
[A10]	[2"C,10 TYPE 3]
[A11]	[2"C,11 TYPE 3]
[A12]	[2"C,12 TYPE 3]
[A13]	[2"C,13 TYPE 3]
[A14]	[2"C,14 TYPE 3]
[A15]	[3/4"C,1 TYPE 4]
[A16]	[3/4"C,2 TYPE 4]
[A17]	[1"C,3 TYPE 4]
[A18]	[1 1/4"C,4 TYPE 4]
[A19]	[1 1/4"C,5 TYPE 4]
[A20]	[1 1/4"C,6 TYPE 4]
[A21]	[1 1/2"C,7 TYPE 4]
[A22]	[1 1/2"C,8 TYPE 4]
[A23]	[2"C,9 TYPE 4]
[A24]	[3/4"C,1-4 pr. TYPE 5]
[A25]	[1"C,2-4 pr. TYPE 5]

CONTROL CIRCUIT CALLOUTS	
[C1]	[3/4"C,MSC]
[C2]	[3/4"C,2#14,1#14G]
[C3]	[3/4"C,3#14,1#14G]
[C4]	[3/4"C,4#14,1#14G]
[C5]	[3/4"C,5#14,1#14G]
[C6]	[3/4"C,6#14,1#14G]
[C7]	[3/4"C,7#14,1#14G]
[C8]	[3/4"C,8#14,1#14G]
[C9]	[3/4"C,9#14,1#14G]
[C10]	[3/4"C,10#14,1#14G]
[C11]	[3/4"C,11#14,1#14G]
[C12]	[3/4"C,12#14,1#14G]
[C13]	[3/4"C,13#14,1#14G]
[C14]	[3/4"C,14#14,1#14G]
[C15]	[3/4"C,15#14,1#14G]
[C16]	[3/4"C,16#14,1#14G]
[C17]	[3/4"C,17#14,1#14G]
[C18]	[3/4"C,18#14,1#14G]
[C19]	[3/4"C,19#14,1#14G]
[C20]	[1"C,20#14,1#14G]
[C21]	[1"C,21#14,1#14G]
[C22]	[1"C,22#14,1#14G]
[C23]	[1"C,23#14,1#14G]
[C24]	[1"C,24#14,1#14G]
[C25]	[1"C,25#14,1#14G]
[C30]	[1"C,30#14, 1#14G]
[C40]	[1 1/4"C, 40#14, 1#14G]
[C50]	[1 1/4"C, 50#14, 1#14G]

MULTICONDUCTOR CONTROL CABLE CIRCUIT CALLOUTS	
[CC1]	[1"C,2-24 BELDEN T842]
[CC5]	[3/4"C,1-5C TYPE 1]
[CC7]	[3/4"C,1-7C TYPE 1]
[CC9]	[1"C,1-9C TYPE 1]
[CC12]	[1"C,1-12C TYPE 1]
[CC19]	[1 1/2"C, 1-19C TYPE 1]
[CC25]	[1 1/2"C,1-25C TYPE 1]
[CC37]	[2"C,1-37C TYPE 1]
[CCC1]	[1-7C #12 TYPE 1]
[MSC]	[MANUFACTURER SUPPLIED CABLE]
[CAT]	[1"C, CAT6 CABLE]
[CX]	[1-1/2"C, COAX CABLE]
[FO]	[2"C, MULTI-MODE FIBER OPTIC CABLE]
[PH]	[1"C, PHONE CABLE]
[DP]	[1"C, PROFIBUS DP CABLE]

NOTES:

1. FOR CABLE TYPES, SEE SPECIFICATIONS.
2. CONDUIT SIZES ARE BASE ON THE AREA OF THW CONDUCTORS.
3. SIZING OF CONDUCTORS #1AWG AND SMALLER BASED ON AMPACITIES AT 60 DEGREES C, SIZING OF CONDUCTORS #1/0AWG AND LARGER BASED ON AMPACITIES AT 75 DEGREES C.
4. WHERE CIRCUITS ARE UNDERGROUND, DIRECT BURIED OR CONCRETE ENCASED, MINIMUM CONDUIT SIZE SHALL BE 1".
5. FOR METRIC CONDUIT SIZES USE THE FOLLOWING CONVERSION:
   1/2" = 16 mm 1/4" = 35 mm
   3/4" = 21 mm 1 1/2" = 41 mm
   1" = 27 mm 2" = 53 mm

NO.	DATE	DSGN	REVISION	BY	APVD
		T LOOSE	DR	T LOOSE	D NICHOLSON
			CHK	R ANGLEY	APVD

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GENERAL
ELECTRICAL LEGEND
SHEET 2

AS NOTED
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING. 0 1"

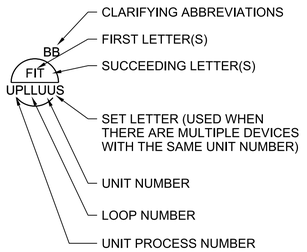
DATE	SEPTEMBER 2022
PROJ	EGXM4000
DWG	01-G-12
SHEET	08 of 26

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INSTRUMENT IDENTIFICATION

EXAMPLE SYMBOLS



DIGITAL SYSTEM INTERFACES

- ▲ ANALOG INPUT
- ▼ ANALOG OUTPUT
- $\triangle_X$ DISCRETE INPUT
- ∇_X DISCRETE OUTPUT

INSTRUMENT IDENTIFICATION LETTERS TABLE

LETTER	FIRST-LETTER		SUCCEEDING-LETTERS		
	PROCESS OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION	READOUT OR PASSIVE FUNCTION	READOUT OR PASSIVE FUNCTION
A	ANALYSIS (+)		ALARM		
B	BURNER, COMBUSTION		USER'S CHOICE (*)	USER'S CHOICE (*)	USER'S CHOICE (*)
C	USER'S CHOICE (*)			CONTROL	
D	DENSITY (S.G.)	DIFFERENTIAL			
E	VOLTAGE		PRIMARY ELEMENT, SENSOR		
F	FLOW RATE	RATIO (FRACTION)			
G	USER'S CHOICE (*)		GLASS, GAUGE VIEWING DEVICE	GATE	
H	HAND (MANUAL)				HIGH
I	CURRENT (ELECTRICAL)		INDICATE		
J	POWER	SCAN			
K	TIME, TIME SCHEDULE	TIME RATE OF CHANGE		CONTROL STATION	
L	LEVEL		LIGHT (PILOT)		LOW
M	MOTION	MOMENTARY			MIDDLE, INTERMEDIATE
N	TORQUE		USER'S CHOICE (*)	USER'S CHOICE (*)	USER'S CHOICE (*)
O	USER'S CHOICE (*)		ORIFICE, RESTRICTION		
P	PRESSURE, VACUUM		POINT (TEST) CONNECTION		
Q	QUANTITY	INTEGRATE, TOTALIZE			
R	RADIATION		RECORD OR PRINT		
S	SPEED, FREQUENCY	SAFETY		SWITCH	
T	TEMPERATURE			TRANSMIT	
U	MULTI VARIABLE		MULTI FUNCTION	MULTI FUNCTION	MULTI FUNCTION
V	VIBRATION, MECHANICAL ANALYSIS			VALVE, DAMPER, LOUVER	
W	WEIGHT, FORCE		WELL		
X	UNCLASSIFIED (*)	X AXIS	UNCLASSIFIED (*)	UNCLASSIFIED (*)	UNCLASSIFIED (*)
Y	EVENT, STATE OR PRESENCE	Y AXIS		RELAY, COMPUTE, CONVERT	
Z	POSITION	Z AXIS		DRIVE, ACTUATOR, UNCLASSIFIED FINAL CONTROL ELEMENT	

TABLE BASED ON THE INTERNATIONAL SOCIETY OF AUTOMATION (ISA) STANDARD.

(+) WHEN USED, EXPLANATION IS SHOWN ADJACENT TO INSTRUMENT SYMBOL. SEE ABBREVIATIONS AND LETTER SYMBOLS.
(*) WHEN USED, DEFINE THE MEANING HERE FOR THE PROJECT.

GENERAL INSTRUMENT OR FUNCTIONAL SYMBOLS



- FIELD MOUNTED
- REAR-OF-PANEL MOUNTED (OPERATOR INACCESSIBLE)
- PANEL MOUNTED (OPERATOR ACCESSIBLE)
- MCC MOUNTED
- COMPUTER FUNCTION
- PLC FUNCTION
- SHARED DISPLAY, SHARED CONTROL

TRANSDUCERS

A	ANALOG	I	CURRENT
D	DIGITAL	P	PNEUMATIC
E	VOLTAGE	PF	PULSE FREQUENCY
F	FREQUENCY	PD	PULSE DURATION
H	HYDRAULIC	R	RESISTANCE

EXAMPLE



CURRENT TO PNEUMATIC TRANSDUCER (BACK OF PANEL, IN A FLOW LOOP)

ACCESSORY DEVICES

A	ALARM
C	CONTROLLER
I	INDICATOR
R	RECORDER
S	SWITCH
T	TRANSMITTER
X	UNCLASSIFIED

EXAMPLE



TRANSMITTER AS AN ACCESSORY TO A FLOW ELEMENT

SPECIAL CASES



ON AND OFF EVENT LIGHTS

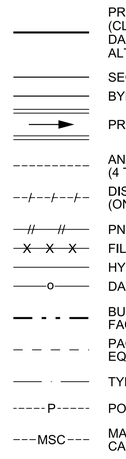


ON-OFF HAND SWITCH, MAINTAINED CONTACT SWITCH (CONTROLLED DEVICE WILL RESTART ON RETURN OF POWER AFTER POWER FAILURE).

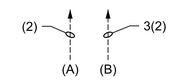


STOP-START HAND SWITCH MOMENTARY CONTACT SWITCHES (CONTROLLED DEVICE WILL NOT RESTART ON RETURN OF POWER AFTER POWER FAILURE).

LINE LEGEND



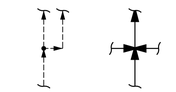
PARALLELING LINES



(A) TOTAL OF 2 SIGNALS

(B) 3 TYPICAL SETS OF 2 SIGNALS EACH. TOTAL OF 6 SIGNALS.

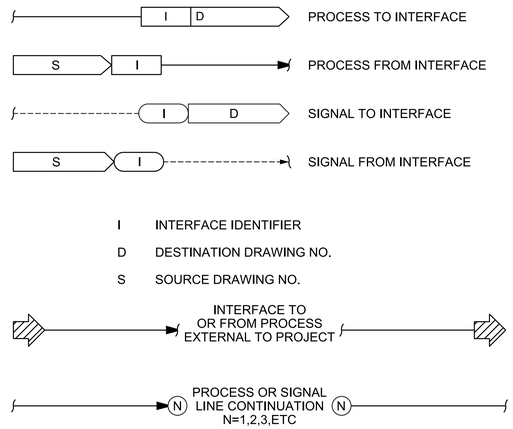
CONNECTING LINES



NON-CONNECTING LINES



INTERFACE SYMBOLS



- I INTERFACE IDENTIFIER
- D DESTINATION DRAWING NO.
- S SOURCE DRAWING NO.

SELF CONTAINED VALVE & EQUIPMENT TAG NUMBERS

D-W-X-Y

D	ARV	AIR RELEASE VALVE
	AVRV	AIR AND VACUUM RELEASE VALVE
	E	EJECTOR
	FH	FEED HOPPER
	G	GATE
	M	MECHANICAL EQUIPMENT
	PU	PUMP
	STR	STRAINER
	T	TANK
W		UNIT PROCESS NUMBER
X		LOOP NUMBER
Y		UNIT NUMBER

ABBREVIATIONS & LETTER SYMBOLS

AC	ALTERNATING CURRENT
AFD	ADJUSTABLE FREQUENCY DRIVE
AM	AUTO-MANUAL
CAM	COMPUTER-AUTO-MANUAL
CCS	CENTRAL CONTROL SYSTEM
CL_2 etc.	CHLORINE (TYPICAL; USE STANDARD CHEMICAL ELEMENT ABBREVIATIONS)
CM	COMPUTER-MANUAL
CMAR	CONSTRUCTION MANAGER-AT-RISK
COD	CHEMICAL OXYGEN DEMAND
CP-X	CONTROL PANEL NO. X
DC	DIRECT CURRENT
DCS	DISTRIBUTED CONTROL SYSTEM
DCU	DISTRIBUTED CONTROL UNIT
DO	DISSOLVED OXYGEN
ECD	EDDY CURRENT DRIVE
FA	FAIL
FCL_2	FREE CHLORINE RESIDUAL
FOS	FAST-OFF-SLOW
FOSA	FAST-OFF-SLOW-AUTO
FOSR	FAST-OFF-SLOW-REMOTE
FP-W-X	FIELD PANEL NO. WX (W=UNIT PROCESS NUMBER X=PANEL NUMBER)
FR	FORWARD-REVERSE
HOA	HAND-OFF-AUTO
HOR	HAND-OFF-REMOTE
ISR	INTRINSICALLY SAFE RELAY
LE	LEVEL
LEL	LOWER EXPLOSIVE LIMIT
LOS	LOCKOUT STOP
LR	LOCAL-REMOTE
MA	MANUAL-AUTO
MC	MODULATE-CLOSE
MCC-X	MOTOR CONTROL CENTER NO. X
MPR	MOTOR PROTECTION RELAY
MPS	MODULAR POWER SYSTEM
MSC	MANUFACTURER SUPPLIED CABLE
NCTO	NORMALLY-CLOSE, TIMED-OPEN
NOTC	NORMALLY-OPEN,TIMED-CLOSED
OC	OPEN-CLOSE(D)
OCA	OPEN-CLOSE-AUTO
OCR	OPEN-CLOSE-REMOTE
OO	ON-OFF
OOA	ON-OFF-AUTO
OOR	ON-OFF-REMOTE
ORP	OXIDATION REDUCTION POTENTIAL
OSC	OPEN-STOP-CLOSE
pH	HYDROGEN ION CONCENTRATION
PLC	PROGRAMMABLE LOGIC CONTROLLER
RTD	RESISTANCE TEMPERATURE DETECTOR
RIO	REMOTE I/O UNIT
RK	RUN COMMAND
RM-X	REMOTE MULTIPLEXING MODULE NO. X
RTU-X	REMOTE TELEMETRY UNIT NO. X
SF	SLOWER-FASTER
SK	SPEED CONTROL
SMFC	SYNC MOTOR FIELD CONTROLLER
SS	START-STOP
SSC	SUPERVISORY SET POINT CONTROL
TCL_2	TOTAL CHLORINE RESIDUAL
TOC	TOTAL ORGANIC CARBON
TOD	TOTAL OXYGEN DEMAND
TURB	TURBIDITY
VHC	VOLATILE HYDROCARBONS
VIB	VIBRATION
XS	TROUBLE SWITCH
YS	ON STATUS
ZSOC	LIMIT SWITCH OPENED/CLOSED
Δ	DIFFERENCE
Σ	SUM
×	MULTIPLY
÷	DIVIDE
F(X)	CHARACTERIZED
X^n	RAISED TO THE Nth POWER
$\sqrt{\ }$	SQUARE ROOT
AVG	AVERAGE
1:1	REPEAT OR BOOST
>	SELECT HIGHEST SIGNAL
<	SELECT LOWEST SIGNAL
}	BIAS
%	GAIN OR ATTENUATE

GENERAL NOTES

1. COMPONENTS AND PANELS SHOWN WITH A SINGLE ASTERISK (✳) ARE TO BE PROVIDED AS PART OF A PACKAGE SYSTEM.
2. COMPONENTS AND PANELS SHOWN WITH A DOUBLE ASTERISK (✳✳) ARE TO BE PROVIDED UNDER DIVISION 26, ELECTRICAL.
3. COMPONENTS AND PANELS SHOWN WITH A FILLED DIAMOND (◆) SHALL BE FURNISHED BY THE CONTRACTOR.
4. THIS IS A STANDARD LEGEND. THEREFORE, NOT ALL OF THIS INFORMATION MAY BE USED ON THE PROJECT.

NO.	DATE	DSGN	DR	CHK	APVD	BY	REVISION
		R.OSEGUEDA	T.LOOSE	C.SAHARKHIZ	APVD	C.SAHARKHIZ	

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GENERAL
INSTRUMENTATION AND CONTROL
LEGEND
SHEET 1

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100% DESIGN DOCUMENT

1" = X'
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

DATE	SEPTEMBER 2022
PROJ	EGXM4000
DWG	01-G-13
SHEET	09 of 26

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VALVE SYMBOLS

- GATE
- KNIFE GATE
- BUTTERFLY
- GLOBE
- BALL
- V VENTEO-BALL
- PLUG
- SEAT PORT ECCENTRIC PLUG
- DIAPHRAGM
- PINCH
- NEEDLE
- SWING CHECK
- BALL CHECK
- BACKFLOW PREVENTER
- ROTARY
- TELESCOPE
- S SAMPLE
- MUD
- PRESSURE RELIEF
- AIR AND/OR VACUUM RELEASE
- REGULATED SIDE PRESSURE CONTROL
- PRESSURE REGULATION (CLAY-TYPE)
- MULTI-PORT VALVE (GATE VALVE SHOWN. FOR OTHER VALVE TYPES, APPROPRIATE VALVE SYMBOL SHOWN.) SEAT PORTS ARE IMPLIED BY INDICATED FLOW PATTERN.
- ANGLE GATE

GATE SYMBOLS

- SLUICE
- FABRICATED SLIDE
- STOP LOG
- BUTTERFLY
- FLAP
- SHEAR

ACTUATOR SYMBOLS

- PNEUMATIC DIAPHRAGM SPRING-OPPOSED, SINGLE OR DOUBLE ACTING
- VALVE POSITIONER
- MANUAL
- PNEUMATIC CYLINDER SINGLE OR DOUBLE ACTING ACTUATED BY ONE INPUT
- H HYDRAULIC
- M ELECTRIC MOTOR
- DIAPHRAGM, DIFFERENTIAL PRESSURE
- S SOLENOID
- E/H ELECTROHYDRAULIC

NOTE:
ON LOSS OF PRIMARY POWER (PNEUMATIC, ELECTRICAL, OR HYDRAULIC)

XX:
- FO FAIL OPEN
- FC FAIL CLOSED
- FLP FAIL TO LAST POSITION

PRIMARY ELEMENT SYMBOLS

- PARSHALL FLUME
- PROPELLER OR TURBINE METER
- LS LEVEL (FLOAT)
- WEIR
- THERMAL FLOWMETER
- FI ROTAMETER
- ORFICE PLATE
- LEVEL (BUBBLER TUBE)
- DE DENSITY METER
- VENTURI METER
- XX GENERIC
- J PITOT-STATIC
- LE LEVEL
- VORTEX METER
- ULTRASONIC FLOWMETER
- M ELECTROMAGNETIC FLOWMETER

MISCELLANEOUS SYMBOLS

- V VENT TO ATMOSPHERE
- AIR GAP
- T DRIP TRAP
- PIG INSERT POINT
- PIG CATCH POINT
- A SELF CONTAINED AIR SUPPLY
- AP AIR PURGE SET
- F FLUSHING CONNECTION
- S SEAL WATER SET
- WP WATER PURGE SET
- FLEXIBLE CONNECTION
- AERATOR
- DIAPHRAGM SEAL
- ANNULAR DIAPHRAGM SEAL
- SS COMPOSITE SAMPLER
- FLAME TRAP
- CALIBRATION COLUMN
- S INLINE SILENCER
- BLIND FLANGE
- PIPE CAP
- STRAINER
- BASKET STRAINER
- FILTER
- PULSATION DAMPENER
- EXPANSION CHAMBER
- REDUCER
- TB TERMINAL BLOCK
- FFLCPLLLX PANEL CONTINUED ON SAME OR OTHER DRAWING
- PANEL OUTLINE
- PANEL NAME
- 120V 120 VOLT, 60 HZ POWER
- 480V 480 VOLT, 60 HZ POWER
- XX AIR SET XX = SUPPLY PRESSURE IN PSIG.
- PLUG
- RECEPTACLE
- RUPTURE DISK (VACUUM)
- RUPTURE DISK (PRESSURE)
- TV TV MONITOR
- TV TV CAMERA
- A, B AND C LOGIC ELEMENT: IF A AND NOT B THEN C
- A, B OR C LOGIC ELEMENT: IF A OR B THEN C
- RADIO ANTENNA
- I OR I INTERLOCK, SEE CONTROL DIAGRAMS
- VOICE COMMUNICATION POINT
- SKIMMING MECHANISM
- SCREW CONVEYOR
- MIXER
- ELECTRIC MOTOR
- ISO SIGNAL ISOLATOR
- SS2 SURGE SUPRESSOR (TYPE 2)
- SS3 SURGE SUPRESSOR (TYPE 3)
- SS4 SURGE SUPRESSOR (TYPE 4)

PUMP AND COMPRESSOR SYMBOLS

- CENTRIFUGAL PUMP (DRY PIT)
- CENTRIFUGAL WET PIT PUMP OR TURBINE PUMP
- RECIPROCATING OR METERING PUMP (POSITIVE DISPLACEMENT)
- DIAPHRAGM PUMP
- GEAR PUMP OR BLOWER (POSITIVE DISPLACEMENT)
- PROGESSING CAVITY PUMP
- COMPRESSOR (CENTRIFUGAL)
- COMPRESSOR (PISTON)
- BLOWER OR FAN (CENTRIFUGAL)
- EJECTOR
- PISTON PUMP
- SUBMERSIBLE SUMP PUMP
- ROTARY PUMP
- VACUUM PUMP
- SCREW PUMP

XX:
- AS ADJUSTABLE SPEED
- CS-1 CONSTANT SPEED (SINGLE SPEED)
- CS-2 CONSTANT SPEED (TWO SPEED)

FLOW STREAM IDENTIFICATION

- AHP AIR, HIGH PRESSURE
- ALP AIR, LOW PRESSURE
- AMS AMMONIUM SULFATE
- D DRAIN, SANITARY
- DEF DIESEL EXHAUST FLUID
- DR DRAIN, PROCESS
- FOS FUEL OIL SUPPLY
- FOR FUEL OIL RETURN
- FW FINISHED WATER
- HW DOMESTIC HOT WATER (POTABLE)
- HWR DOMESTRIC HOT WATER RETURN (POTABLE)
- OF OVERFLOW
- PYS POLYMER SOLUTION
- RW RAW WATER
- SA SAMPLE
- SHC SODIUM HYPOCHLORITE
- V VENT
- W1 NO. 1 (POTABLE) WATER
- W2 NO. 2 (NON-POTABLE) WATER

NO.	DATE	DR	CHK	REVISION	BY	APVD
DSGN	R.OSEGUEDA	T.LOOSE	C.SAHARKHIZ	APVD	C.SAHARKHIZ	

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CYRUS JOHN SAHARKHIZ PE 84591

VIERA BOOSTER STATION
CHLORAMINATION IMPROVEMENTS
CITY OF COCOA
MELBOURNE, FLORIDA 32940

Jacobs

GENERAL
INSTRUMENTATION AND CONTROL
LEGEND
SHEET 2

1" = X'
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING. 0 1"

DATE	SEPTEMBER 2022
PROJ	EGXM4000
DWG	01-G-14
SHEET	10 of 26

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GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO BREVARD COUNTY AND CITY OF COCOA REGULATIONS.
2. BOUNDARY AND UTILITY INFORMATION SHOWN HEREON PROVIDED BY POST,BUCKLEY, SCHUH, & JERNIGAN, INC.
3. ALL APPLICABLE PERMITS TO BE OBTAINED BEFORE CONSTRUCTION COMMENCES.
4. THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING HORIZONTAL AND VERTICAL CONTROL FOR SITE CONSTRUCTION.
5. BUILDING DIMENSIONS AND TIES ARE TO THE OUTSIDE FACE OF THE STRUCTURE.
6. ALL AREAS OUTSIDE THE LIMITS OF CONSTRUCTION, WHICH ARE DISTURBED BY THE CONTRACTOR, SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
7. AS-BUILT INFORMATION PROVIDED BY THE CONTRACTOR SHALL BE CERTIFIED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA.
8. ALL WATERLINE CONSTRUCTION SHALL CONFORM TO CITY OF COCOA REQUIREMENTS.
9. TANK IS FOR STORAGE ONLY, NOT FOR TREATMENT.
10. TRASH WILL BE REMOVED FROM THE SITE BY THE CITY OF COCOA.
11. FUTURE TANK WILL BE PERMITTED UNDER A SEPARATE SITE PLAN.

LEGAL DESCRIPTION

SITE (PARCEL A)

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 9 AND THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 10, ALL IN TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 9, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 10 AFORESAID, THENCE N00°08'04"W, ALONG THE COMMON LINE BETWEEN SAID SECTIONS 9 AND 10, A DISTANCE OF 333.98 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2355, PAGES 1570 AND 1571, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N14°31'21"W, ALONG SAID WESTERLY LINE, A DISTANCE OF 417.33 FEET TO THE NORTHWEST CORNER THEREOF, AND THE POINT OF BEGINNING OF THE LANDS DESCRIBED HEREIN; THENCE CONTINUE N14°31'21"W, A DISTANCE OF 295.16 FEET; THENCE N75°38'29"E, PARALLEL WITH THE NORTH LINE OF AFORESAID OFFICIAL RECORDS BOOK 2355, PAGES 1570 AND 1571, A DISTANCE OF 182.56 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 9; THENCE CONTINUE INTO THE AFORESAID SOUTHWEST 1/4 OF SECTION 10 N75°38'29"E, A DISTANCE OF 112.00 FEET; THENCE S14°31'21"E, A DISTANCE OF 295.16 FEET TO THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 2355, PAGES 1570 AND 1571; THENCE S75°38'29"W, ALONG SAID NORTH LINE, A DISTANCE OF 188.23 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 10; THENCE CONTINUE S75°38'29"W, INTO THE SAID SOUTHEAST 1/4 OF SECTION 9, AND ALONG SAID NORTH LINE OF OFFICIAL RECORDS BOOK 2355, PAGES 1570 AND 1571, A DISTANCE OF 106.93 FEET TO THE POINT OF BEGINNING.

EASEMENT (PARCEL B)

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 9, IN TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 9, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 10 AFORESAID, THENCE N00°09'04"W, ALONG THE COMMON LINE BETWEEN SAID SECTIONS 9 AND 10, A DISTANCE OF 333.98 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2355, PAGES 1570 AND 1571, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N14°31'21"W, ALONG SAID WESTERLY LINE, A DISTANCE OF 417.33 FEET TO THE NORTHWEST CORNER THEREOF, AND THE POINT OF BEGINNING OF THE LANDS DESCRIBED HEREIN; THENCE CONTINUE N14°31'21"W, A DISTANCE OF 295.16 FEET; THENCE S75°28'39"W, PARALLEL WITH THE NORTH LINE OF AFORESAID OFFICIAL RECORDS BOOK 2355, PAGES 1570 AND 1571, A DISTANCE OF 60.00 FEET; THENCE S14°31'21"E, A DISTANCE OF 295.16 FEET; THENCE N75°28'39"E A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.

SITE DATA

GENERAL STATEMENT
THE PROPOSED CITY OF COCOA SOUTH MAINLAND WATER STORAGE TANK AND PUMP STATION IS LOCATED ON A 2.00± ACRE PARCEL WITH A 0.720± ACRE ACCESS EASEMENT ADJACENT TO IT. THE SITE IS LOCATED JUST NORTH OF THE NORTHWEST CORNER OF THE INTERSECTION OF WICKHAM ROAD AND INTERSTATE 95 IN SECTION 10, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA. PROPOSED CONSTRUCTION CONSISTS OF A 2 MILLION GALLON WATER TANK, A 1565 S.F. PUMP STATION BUILDING, AND A DRIVEWAY AND ACCESS ROAD. STORMWATER MANAGEMENT FACILITIES CONSIST OF A DRY RETENTION AREA DESIGNED TO TREAT THE RUNOFF FROM THE DEVELOPED 0.98± AC. OF THE 2.00± ACRE PARCEL FOR A 25 YEAR 24 HOUR STORM EVENT. A SWALE AND WET DETENTION POND HAVE BEEN DESIGNED TO TREAT RUNOFF FROM THE ACCESS EASEMENT.

SITE ADDRESS
7300 GEORGE T. EDWARDS BLVD., MELBOURNE, FLORIDA 32940

OWNER
CITY OF COCOA UTILITIES
600 SCHOOL STREET
COCOA, FLORIDA 32922
TEL. (407) 639-7865, FAX (407)639-7863
CONTACT: EVERETT J. WEGERIF

SURVEYOR
POST, BUCKLEY, SCHUH & JERNIGAN, INC.
1560 N. ORANGE AVE., SUITE 700
WINTER PARK, FLORIDA 32789
TEL. (407) 647-7275, FAX (407) 647-0551
CONTACT: GLENN BRYAN

ENGINEER
POST, BUCKLEY, SCHUH & JERNIGAN, INC.
6767 NORTH WICKHAM ROAD, SUITE 214
MELBOURNE, FLORIDA 32940
TEL. (407) 242-4842, FAX (407) 242-6101
CONTACT: STEPHEN R. STARR, P.E.

ZONING
GML – GOVERNMENT MANAGED LAND

FLOOD ZONE
THE SITE IS LOCATED IN FLOOD ZONE X – AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN AS SHOWN ON INSURANCE RATE MAP 12009C0430.

MAXIMUM BUILDING/TANK HEIGHT
THE PROPOSED TANK HAS A HEIGHT OF 44 FEET. THE PUMP STATION BUILDING HEIGHT HAS A HEIGHT OF 15.2 FEET AND WILL BE A ONE STORY BUILDING.

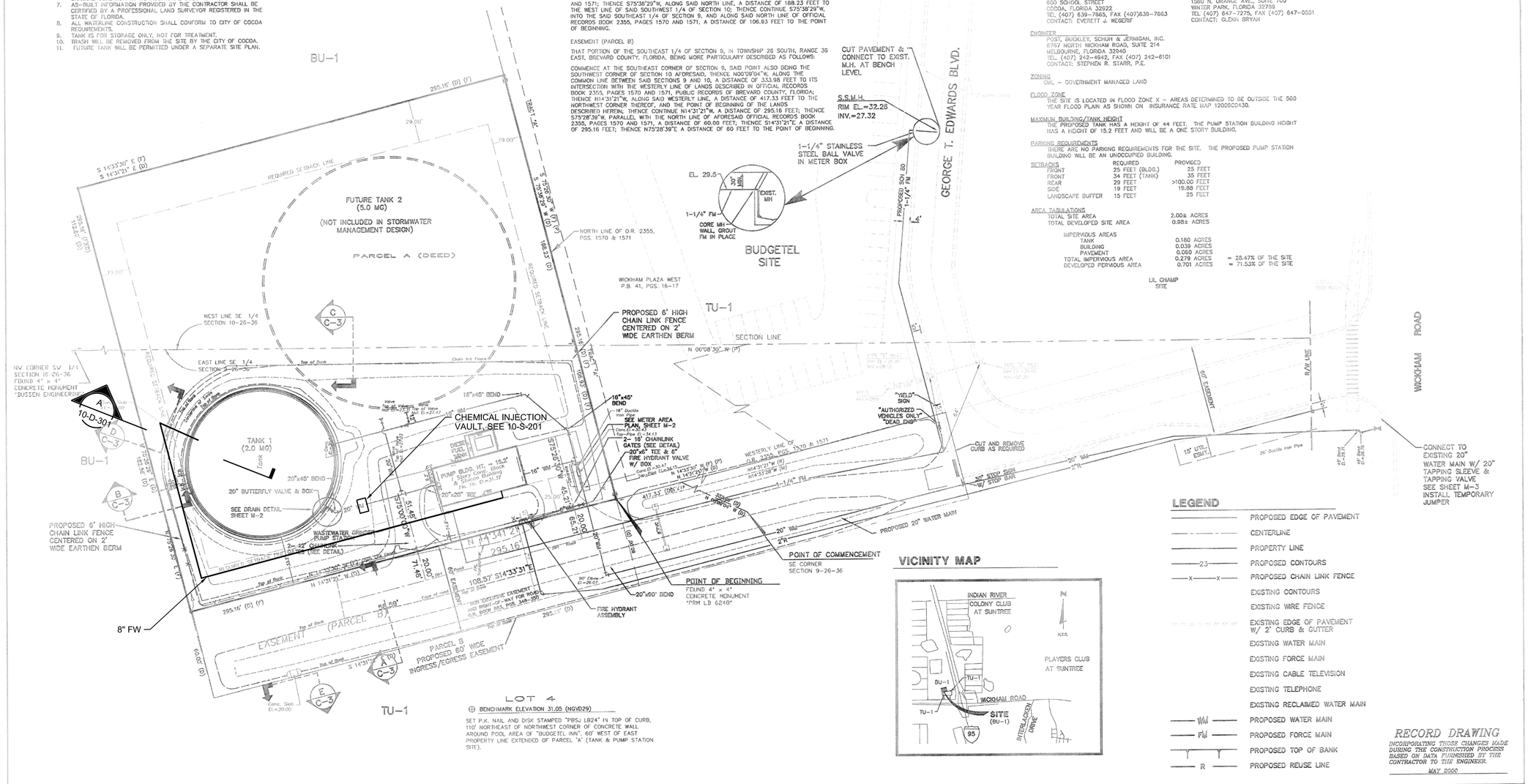
PARKING REQUIREMENTS
THERE ARE NO PARKING REQUIREMENTS FOR THE SITE. THE PROPOSED PUMP STATION BUILDING WILL BE AN UNOCCUPIED BUILDING.

SETBACKS	REQUIRED	PROVIDED
FRONT	25 FEET (BLDG.)	25 FEET
FRONT	34 FEET (TANK)	35 FEET
REAR	29 FEET	>100.00 FEET
SIDE	19 FEET	19.88 FEET
LANDSCAPE BUFFER	15 FEET	25 FEET

AREA TABULATIONS

TOTAL SITE AREA	2.00± ACRES	
TOTAL DEVELOPED SITE AREA	0.98± ACRES	
IMPERVIOUS AREAS		
TANK	0.160 ACRES	
BUILDING	0.039 ACRES	
PAVEMENT	0.080 ACRES	
TOTAL IMPERVIOUS AREA	0.279 ACRES	= 28.47% OF THE SITE
DEVELOPED PERVIOUS AREA	0.701 ACRES	= 71.53% OF THE SITE

GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30 ft.



VICINITY MAP

LEGEND

- PROPOSED EDGE OF PAVEMENT
- CENTERLINE
- PROPERTY LINE
- 23 PROPOSED CONTOURS
- x—x PROPOSED CHAIN LINK FENCE
- EXISTING CONTOURS
- EXISTING WIRE FENCE
- EXISTING EDGE OF PAVEMENT W/ 2' CURB & GUTTER
- EXISTING WATER MAIN
- EXISTING FORCE MAIN
- EXISTING CABLE TELEVISION
- EXISTING TELEPHONE
- EXISTING RECLAIMED WATER MAIN
- WM PROPOSED WATER MAIN
- FM PROPOSED FORCE MAIN
- PROPOSED TOP OF BANK
- R PROPOSED REUSE LINE

RECORD DRAWING
INCORPORATING THOSE CHANGES MADE DURING THE CONSTRUCTION PROCESS BASED ON DATA FURNISHED BY THE CONTRACTOR TO THE ENGINEER.
MAY 2000

NO.	DATE	REVISION	BY	APVD
DSGN	R.ANGLEY	DR T.LOOSE CHK R.ANGLEY APVD	R.ANGLEY	

643 SW 4TH AVE., SUITE 400
GAINESVILLE, FLORIDA 32601
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RICHARD JOSEPH ANGLEY PE 8823

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0 1"

DATE	SEPTEMBER 2022
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SHEET	11 of 26

J:\CIVIL\PROJECTS\07_060\CADD\civilsite.dwg 06/13/00 10:07:20 AM EDT

PBSJ
ENGINEERS * PLANNERS * SURVEYORS
6767 NORTH WICKHAM ROAD, SUITE 214
MELBOURNE, FLORIDA 32940
Tel.: (407)242-4842 Fax: (407)242-6101
POST, BUCKLEY, SCHUH & JERNIGAN, INC.

CLIENT	PROJECT	TASK
CITY OF COCOA	SOUTH MAINLAND TANK AND PUMP STATION	GEOMETRY AND UTILITIES PLAN

ORIGINAL SEPT. 1996
REVISIONS:
1. 02-24-97 PER 60% REVIEWS
2. 05/16/99 Coordinate Verification
3. 05/17/00 Record Drawing
4.
5.
6.
7.
8.
9.
10.
11.
12.

JOB NO. 07-060.12
DRAWN DSB/RFD
DESIGNED LCL
CHECKED SRS
Q.C. ERK
SHEET C-1

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FP-90-77-2B
VIERA BOOSTER STATION PLC PANEL

LSHH (1) · REMOTE (2) · FA (3) · YS (4) · RK (5) · MONOCHLORAMINE SS2 (6) · TOTAL AMMONIA SS2 (7) · FREE AMMONIA SS2 (8) · CL2 SS2 (9) · OPENED (2) (10) · CLOSED (10) · REMOTE (11) · OPEN (12) · CLOSE (2) (12) · LEVEL SS2 (13) · MONOCHLORAMINE SS2 (13) · TOTAL AMMONIA SS2 (14) · FREE AMMONIA SS2 (15) · SS2 (16) (3)

REMOTE (2) · FA (2) · YS (2) · RK (2) · SF SS2 (2) · SK SS2 (2) (2)

LCP-1-8 * (1) (3)
120V

FS (7)

120V
HORN
FXA 1-3-2
FLA 1-3-2
MSC
FS 1-3-2
SAFETY SHOWER/ EYEWASH STATION (4) *
1 1/2" W2 · 2 1/2" W2 · 2 1/2" x 1 1/2"

120V
SS4
LIT 1-7-1
MSC
LE 1-7-1
AMMONIUM SULFATE STORAGE TANK 1 (2)
1-7-1

2" AMS
24" MANWAY
3" V
V
1" V
3" AMS
2" V630 (TYP)
TRUCK FILL
3" AMS
3"-V694
2"-V331
2" V330 (TYP)
2" AMS
2" x 1"

CONTAINMENT AREA

AMMONIUM SULFATE FEED PUMPS SKID * (3)

CALIBRATION COLUMN
P
PSV 1-8-1 *
PULSATION DAMPENER
PI 1-8-1 *
PSH 1-8-1 *
PE 1-8-1 *
PE 1-8-1 *
F
F
1" AMS
AMMONIUM SULFATE FEED PUMP 1
PU-1-8-1
AS
1/2" AMS
TO INJECTION VAULT

PSV-1-8-2
AMMONIUM SULFATE FEED PUMP 2
PU-1-8-2
PI-1-8-2
PE-1-8-2
PSH-1-8-2
PE-1-8-2
(SAME AS ABOVE)

6 · 7 · 8 · 9
120V
SS3 · SS4 · SS3 · SS4
AIT 1-1-7
AIT 1-1-3
MSC
DRAIN
MONOCHLORAMINE AE 1-1-7A
TOTAL AMMONIA AE 1-1-7B
FREE AMMONIA AE 1-1-7C
AE 1-1-3
6
FI
FROM EXISTING FINISHED WATER STORAGE TANK

2 · 3 · 4 · 5
MCC1 **
P
RECIRCULATION * PUMP
PU-1-4-1

10 · 11 · 12
OC
ZS 1-4-1
LR
HS 1-4-1B
OSC
HS 1-4-1A
M
480V
PI 1-4-1 *
FV 1-4-1

13 · 14 · 15 · 16
120V
SS3 · SS4 · SS3 · SS4
AIT 1-1-6
AIT 1-1-1
MSC
DRAIN
MONOCHLORAMINE AE 1-1-6A
TOTAL AMMONIA AE 1-1-6B
FREE AMMONIA AE 1-1-6C
AE 1-1-1
FI
8
TO EXISTING FINISHED WATER STORAGE TANK

SHEET KEYNOTES

1. ONE LOCAL CONTROL PANEL (LCP) SHALL BE PROVIDED FOR THE AMMONIUM SULFATE PUMP SKID.
2. PROVIDED UNDER SPECIFICATION SECTION 43 40 02BM, FIBERGLASS REINFORCED PLATIC TANK.
3. PROVIDED UNDER SPECIFICATION SECTION 44 44 13.01B, CHEMICAL METERING PUMPS.
4. REPLACE EXISTING EYEWASH SHOWER. REFER TO SPECIFICATION SECTION 22 40 00B, PLUMBING FIXTURES.
5. EXISTING ANALOG INPUT, VIERA CL2 TANK FILL RESIDUAL, SLOT 6, POINT 6.
6. RELOCATE AND INSTALL EXISTING CHLORINE ANALYZER NEXT TO AMMONIA ANALYZER AS SHOWN IN 4091-906. PROVIDE NEW FIELD INSTRUMENT SURGE SUPPRESSOR FOR 120VAC POWER SUPPLY AND SIGNAL WIRING.
7. EXISTING DIGITAL INPUT, VIERA EMERGENCY SHOWER ON, SLOT 2, POINT 4.
8. REPLACE EXISTING AMMONIA ANALYZER WITH NEW ANALYZER, AIT-1-1-6. REPLACE EXISTING SAMPLE LINE AND PROVIDE INSTRUMENTATION AS SHOWN IN (4091-906)
9. THREE EXISTING ANALOG INPUTS (pH, FREE CHLORINE, AND TEMPERATURE) FROM DEPLOX FILL ANALYZER, AIT (TIT)-1-1-1A, B (C).

NO.	DATE	DSGN	REVISION	BY	CHK	APVD
	R OSEGUEDA	T LOOSE		C SAHARKHIZ	C SAHARKHIZ	APVD

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INSTRUMENTATION AND CONTROL

P&ID
AMMONIUM SULFATE
& TANK RECIRCULATION PUMP

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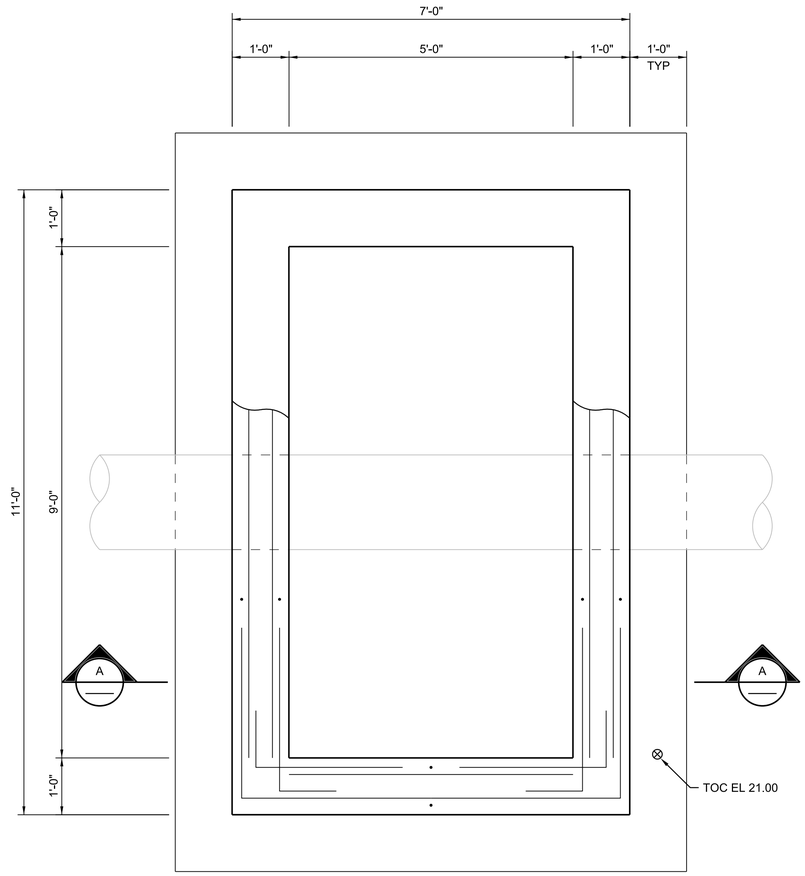
NTS
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

DATE	SEPTEMBER 2022
PROJ	EGXM4000
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SHEET	12 of 26

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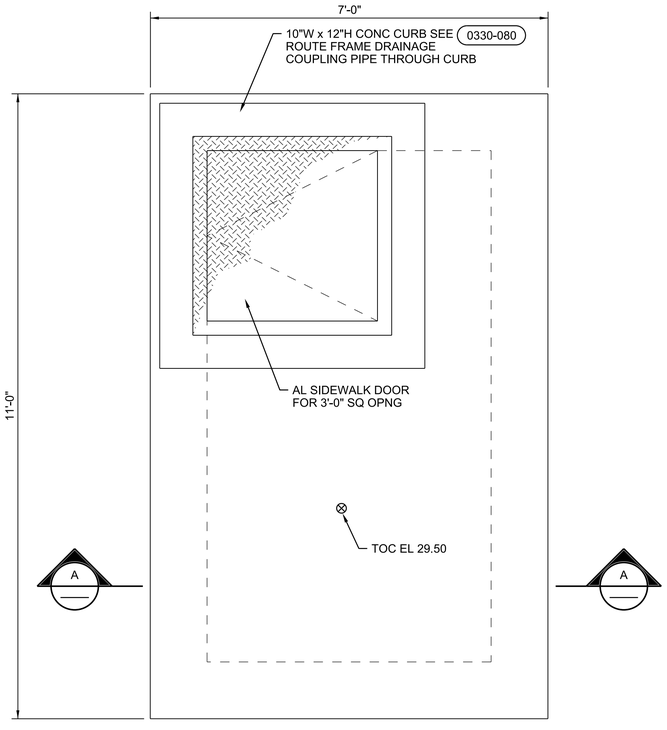
GENERAL SHEET NOTES

1. FOR DESIGN CRITERIA AND ADDITIONAL INFORMATION, SEE STRUCTURAL GENERAL NOTES DRAWINGS.

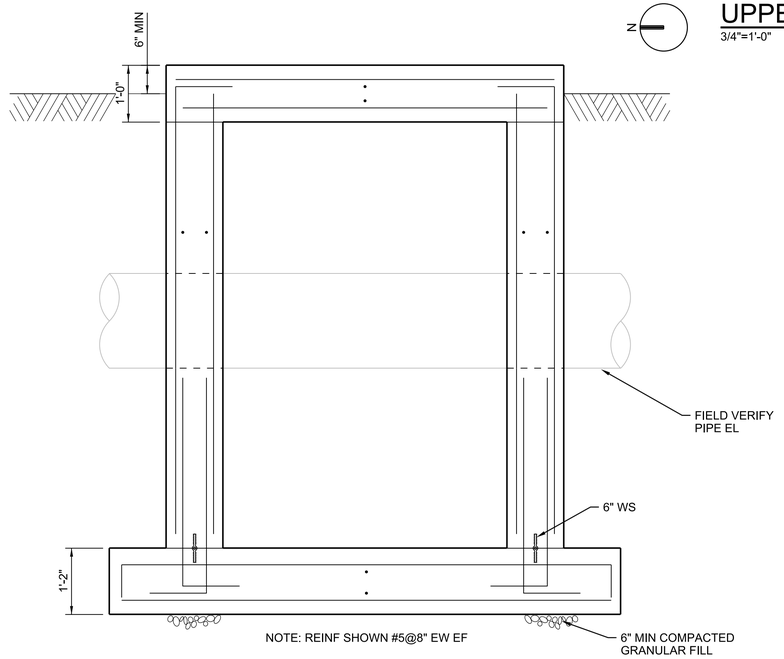


NOTE: REINF SHOWN #5@8" EW EF

LOWER PLAN
3/4"=1'-0"



UPPER PLAN
3/4"=1'-0"



NOTE: REINF SHOWN #5@8" EW EF

A SECTION
3/4"=1'-0"

NO.	DATE	DSGN	DR	CHK	APVD	BY	APVD
		C ANSON	J THORNTON	C ANSON	C ANSON		C ANSON

REVISION

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VIERA BOOSTER STATION
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CITY OF COCOA
MELBOURNE, FLORIDA 32940

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STRUCTURAL

CHEMICAL INJECTION VAULT PLANS AND SECTION

AS NOTED
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

DATE	SEPTEMBER 2022
PROJ	EGXM4000
DWG	10-S-201
SHEET	13 of 26

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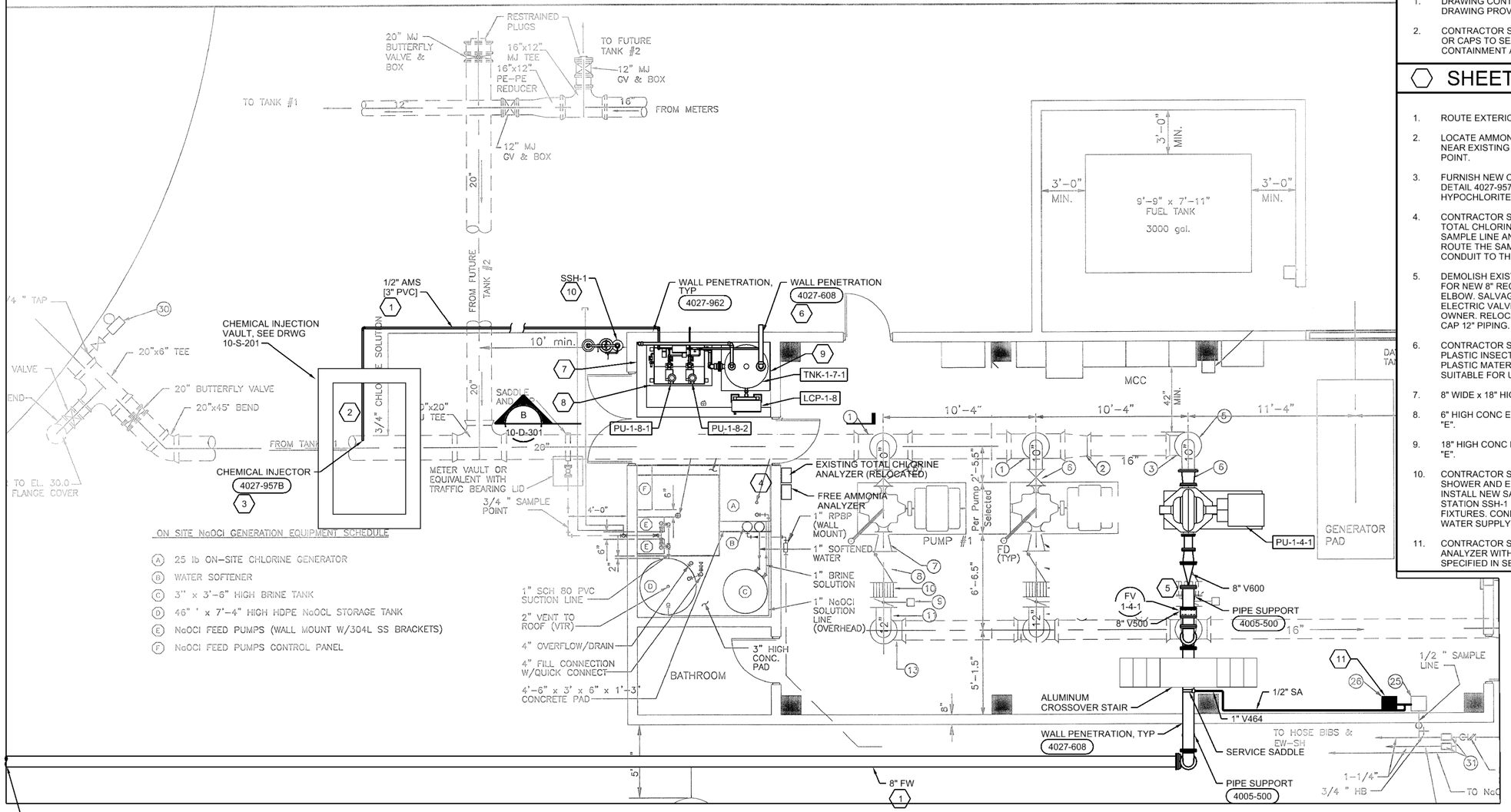
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GENERAL NOTES

1. DRAWING CONTENT IS EXTRACTED FROM RECORD DRAWING PROVIDED BY OWNER.
2. CONTRACTOR SHALL FURNISH REMOVABLE PLUGS OR CAPS TO SEAL EXISTING FLOOR DRAINS WITHIN CONTAINMENT AREAS.

SHEET KEYNOTES

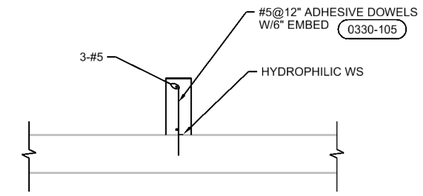
1. ROUTE EXTERIOR PIPING BELOW GRADE.
2. LOCATE AMMONIUM SULFATE INJECTION POINT NEAR EXISTING SODIUM HYPOCHLORITE INJECTION POINT.
3. FURNISH NEW CHEMICAL INJECTION QUILL PER DETAIL 4027-957B FOR THE EXISTING SODIUM HYPOCHLORITE INJECTION POINT.
4. CONTRACTOR SHALL RELOCATE THE EXISTING TOTAL CHLORINE ANALYZER AND ASSOCIATED SAMPLE LINE AND ELECTRICAL CONDUIT. FIELD ROUTE THE SAMPLE LINE AND ELECTRICAL CONDUIT TO THE RELOCATED LOCATION.
5. DEMOLISH EXISTING 12" PIPING TO MAKE ROOM FOR NEW 8" RECIRCULATION PIPING. DEMOLISH 12" ELBOW. SALVAGE 12" BUTTERFLY VALVE AND ELECTRIC VALVE ACTUATOR AND FURNISH TO OWNER. RELOCATE EXISTING 12" BLIND FLANGE TO CAP 12" PIPING.
6. CONTRACTOR SHALL FURNISH TYPE #24 MESH PLASTIC INSECT SCREEN AT TERMINUS OF VENT. PLASTIC MATERIAL SHALL BE UV RESISTANT AND SUITABLE FOR USE WITH AMMONIUM SULFATE.
7. 8" WIDE x 18" HIGH CONC CURB, SEE DETAIL 1.
8. 6" HIGH CONC EQUIPMENT PAD, SEE 033-056 TYPE "E".
9. 18" HIGH CONC EQUIPMENT PAD, SEE 0330-056 TYP "E".
10. CONTRACTOR SHALL DEMOLISH EXISTING SAFETY SHOWER AND EYEWASH STATION. FURNISH AND INSTALL NEW SAFETY SHOWER AND EYEWASH STATION SSH-1 PER SECTION 22 40 00, PLUMBING FIXTURES. CONNECT TO EXISTING POTABLE WATER SUPPLY AND FURNISH LOCKABLE V300.
11. CONTRACTOR SHALL REPLACE EXISTING AMMONIA ANALYZER WITH NEW AMMONIA ANALYZER AS SPECIFIED IN SECTION 40 91 00.



ON SITE NaOCl GENERATION EQUIPMENT SCHEDULE

- (A) 25 lb ON-SITE CHLORINE GENERATOR
- (B) WATER SOFTENER
- (C) 3'' x 3'-6" HIGH BRINE TANK
- (D) 46" ' x 7'-4" HIGH HDPE NaOCL STORAGE TANK
- (E) NaOCl FEED PUMPS (WALL MOUNT W/304L SS BRACKETS)
- (F) NaOCl FEED PUMPS CONTROL PANEL

PLAN
NTS



1 CURB DETAIL
1/2"=1'-0"

RICHARD JOSEPH ANGLEY LICENSE No 8823 STATE OF FLORIDA PROFESSIONAL ENGINEER

NO.	DATE	DSGN	DR	REVISION	CHK	BY	APVD
		R ANGLEY	T LOOSE		R ANGLEY	R ANGLEY	

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RICHARD JOSEPH ANGLEY ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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EB2822
RICHARD JOSEPH ANGLEY PE 8823

VIERA BOOSTER STATION
CHLORAMINATION IMPROVEMENTS
CITY OF COCOA
MELBOURNE, FLORIDA 32940

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PROCESS MECHANICAL
PLAN

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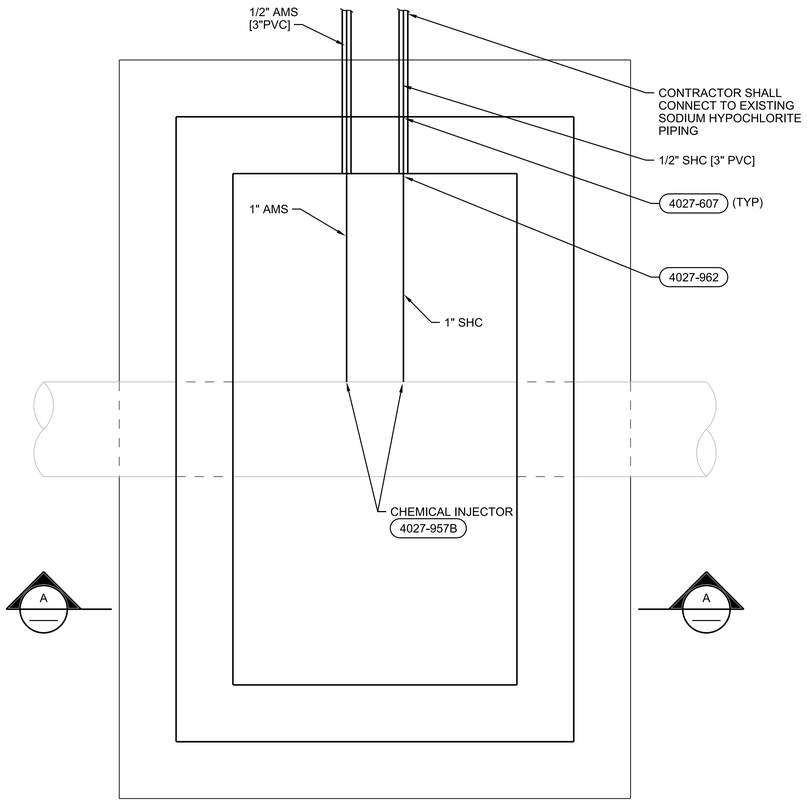
1" = X'
VERIFY SCALE
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PROJ	EGXM4000
DWG	10-D-201
SHEET	14 of 26

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GENERAL SHEET NOTES

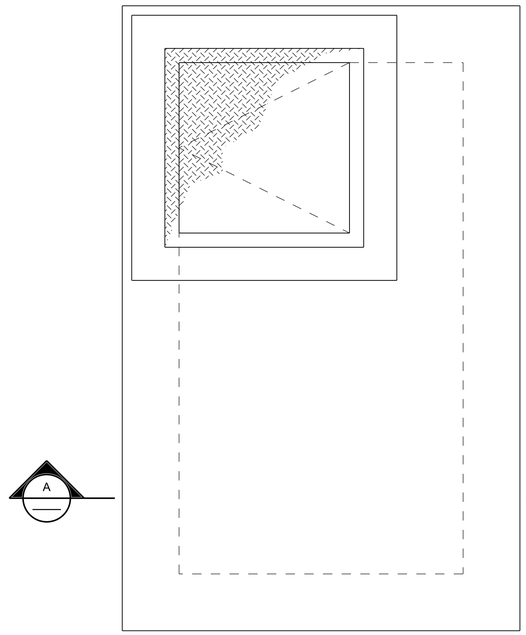
1. CONTRACTOR SHALL FURNISH AND INSTALL PIPE SUPPORTS AS SPECIFIED FOR PIPING INSIDE CHEMICAL INJECTION VAULT.



N

LOWER PLAN

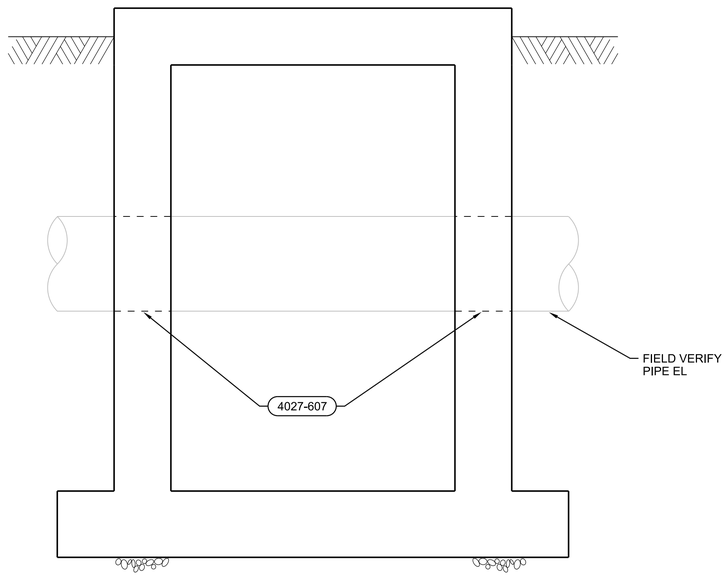
3/4"=1'-0"



N

UPPER PLAN

3/4"=1'-0"



A

SECTION

3/4"=1'-0"

643 SW 4TH AVE, SUITE 400 GAINESVILLE, FLORIDA 32601 EB2822	Jacobs
RICHARD JOSEPH ANGLEY PE 6823	PROCESS MECHANICAL
VIERA BOOSTER STATION CHLORAMINATION IMPROVEMENTS CITY OF COCOA MELBOURNE, FLORIDA 32940	CHEMICAL INJECTION VAULT PLANS AND SECTION

NO.	DATE	DSGN	DR	CHK	APVD
		R ANGLEY	T LOOSE	R ANGLEY	R ANGLEY

REVISION BY APVD

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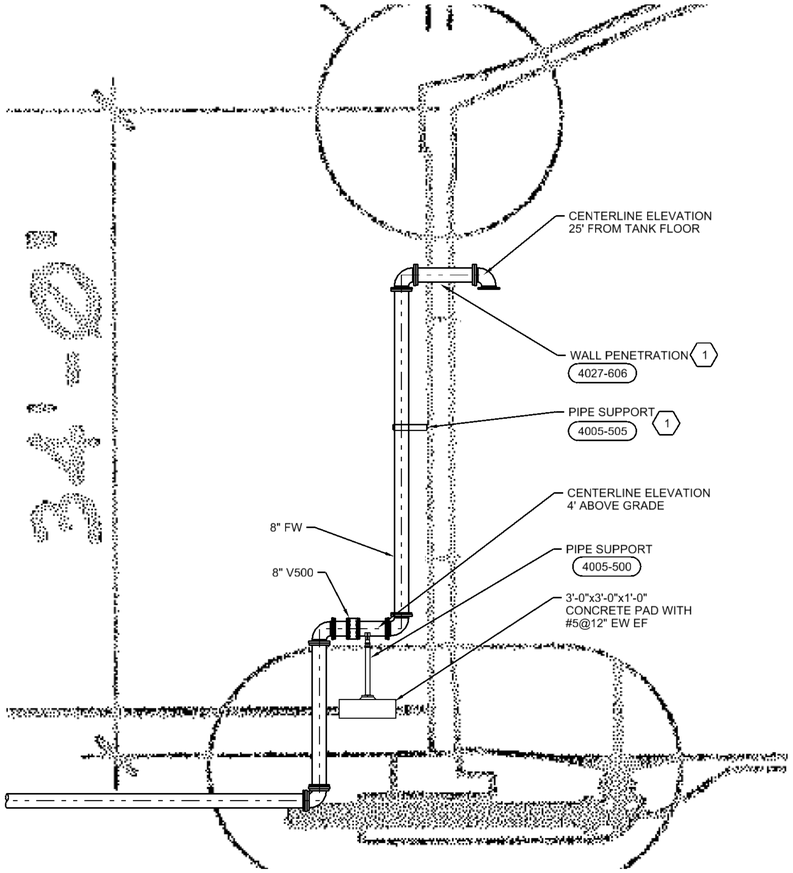
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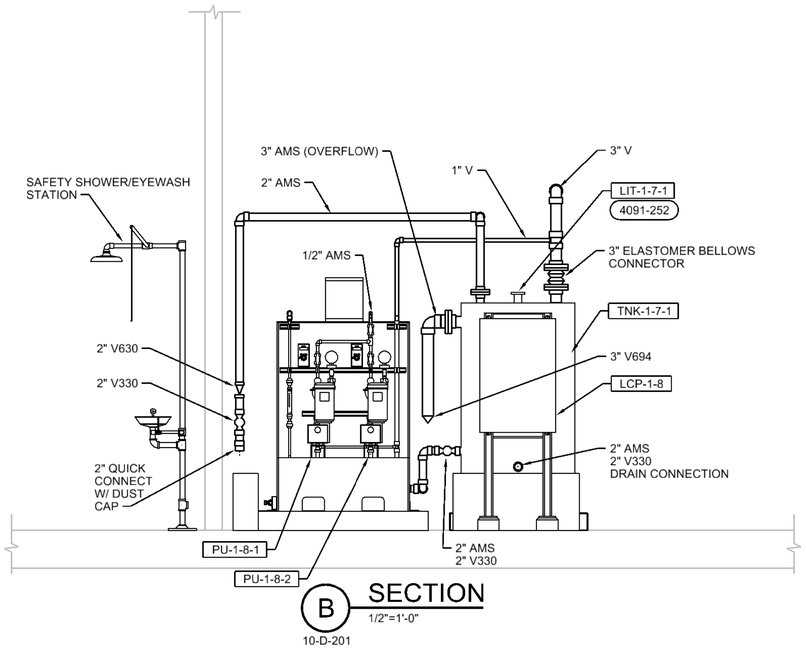
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SHEET KEYNOTES

1. CONTRACTOR SHALL COORDINATE WITH TANK MANUFACTURER FOR REQUIREMENTS, DETAILS AND METHODS FOR INSTALLATION OF TANK MOUNTED PIPE SUPPORT AND TANK PENETRATION. CONTRACTOR SHALL FOLLOW TANK MANUFACTURERS INSTRUCTIONS FOR INSTALLATION OF TANK MOUNTED PIPE SUPPORT AND TANK PENETRATION, PATCH AND REPAIR CONCRETE PER TANK MANUFACTURERS INSTRUCTIONS.



A SECTION
1/4"=1'-0"
10-C-201



B SECTION
1/2"=1'-0"
10-D-201

RICHARD JOSEPH ANGLEY
LICENSE
No 8823
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

NO.	DATE	REVISION	DR	CHK	BY
DSGN	R ANGLEY	T LOOSE	R ANGLEY	APVD	APVD
					R ANGLEY

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RICHARD JOSEPH ANGLEY ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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PROCESS MECHANICAL
SECTION

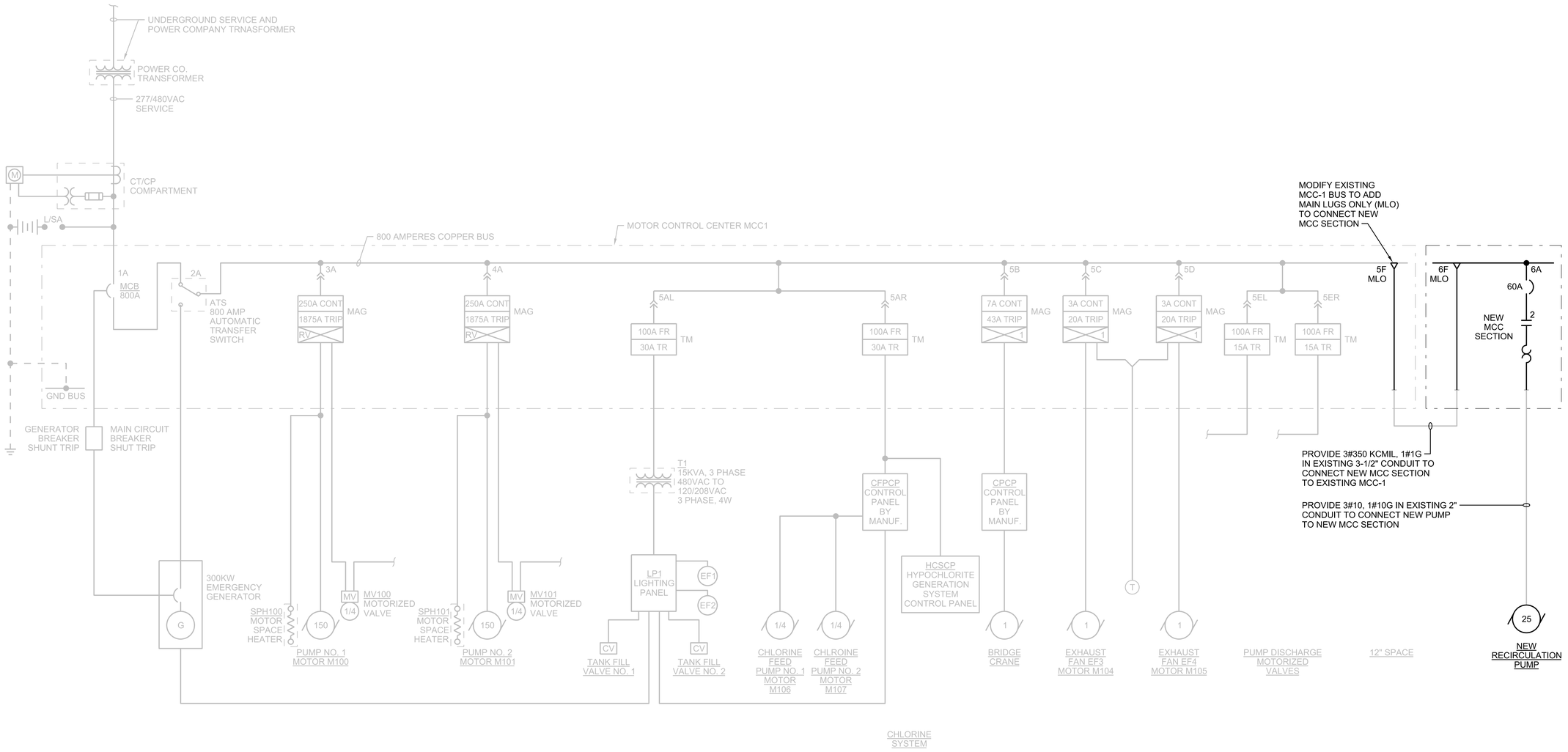
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SINGLE LINE DIAGRAM

NTS

NO.	DATE	DSGN	REVISION	BY	CHK
			APVD	D NICHOLSON	D NICHOLSON

DR: A PASTRANA
J JARVIS

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EB2822
DAVID C. NICHOLSON PE 60201

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ELECTRICAL

SINGLE L INE DIAGRAM

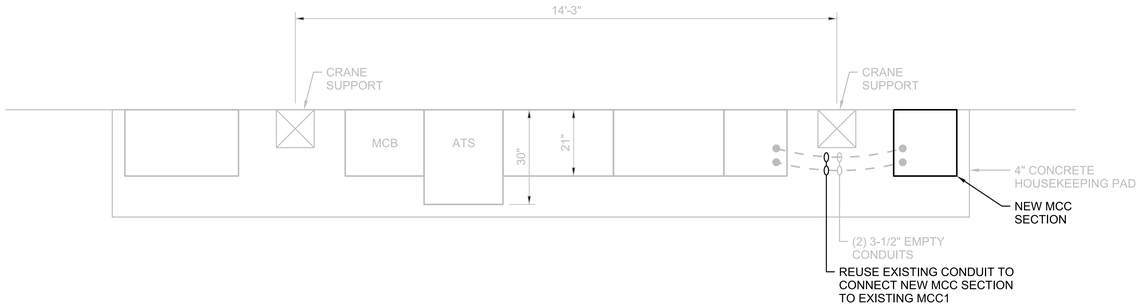
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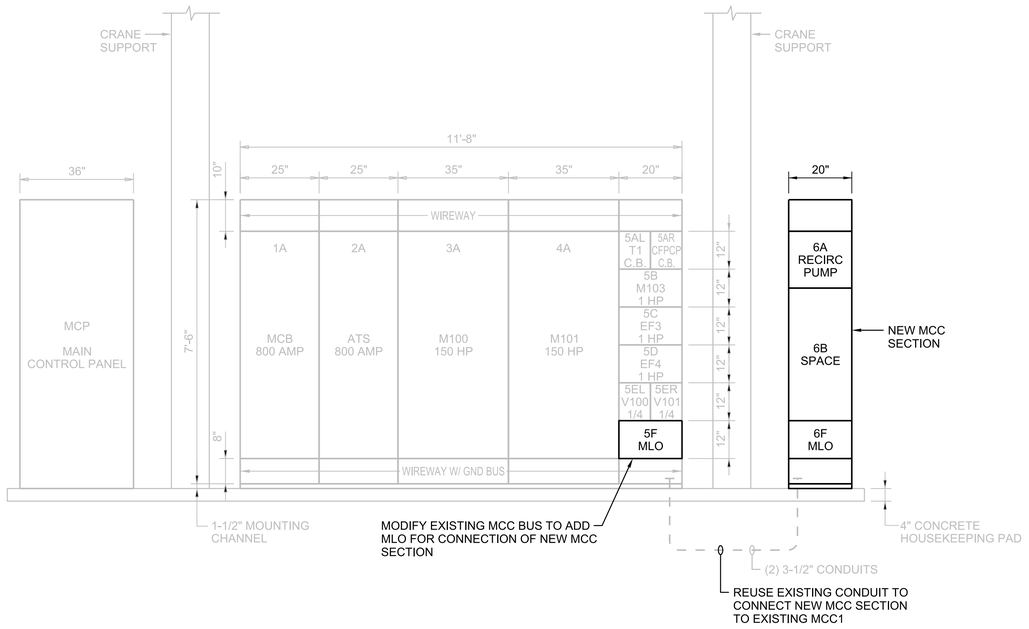
NTS
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0 1"

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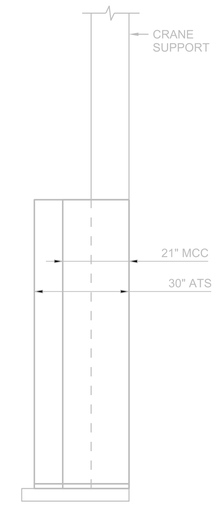
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PLAN



FRONT ELEVATION



SIDE VIEW

MOTOR CONTROL CENTER - MCC-1

1/2"=1'-0"

NOTES:

1. MANUFACTURER OF MOTOR CONTROL CENTER TO PROVIDE CONNECTIONS IN AN ENCLOSURE WITH REMOVABLE FRONT COVER FOR CONNECTION TO FUTURE MCC CUBICLES.

NO.	DATE	DR	REVISION	CHK	BY	APVD
DSGN	J JARVIS	A PASTRANA		D NICHOLSON		D NICHOLSON

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MOTOR CONTROL MCC1
PLAN AND ELEVATION

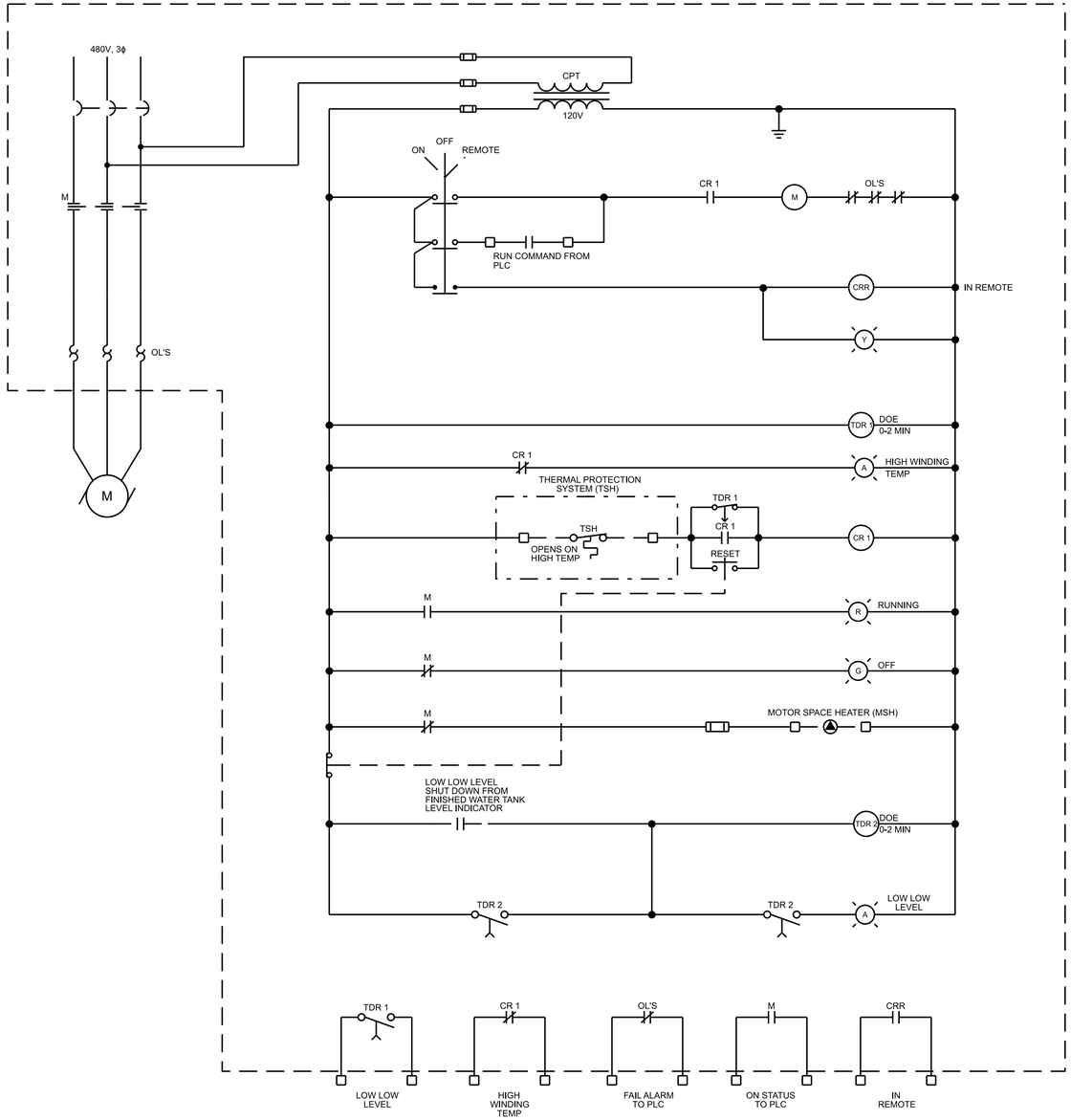
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NO.	DSGN	DATE	BY	APVD
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			CHK	D NICHOLSON
			APVD	D NICHOLSON
		REVISION	BY	APVD

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ELECTRICAL

MOTOR CONTROL DIAGRAM RECIRCULATION PUMP

NTS

VERIFY SCALE

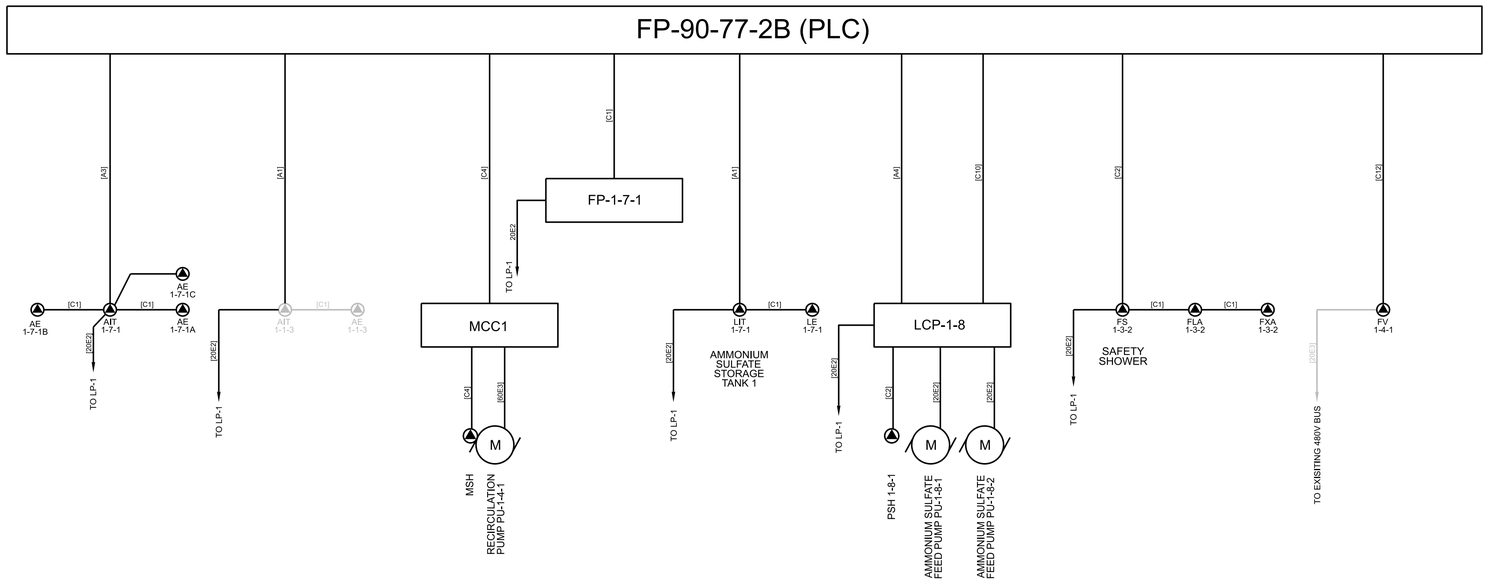
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RISER DIAGRAM

NO.	DATE	DSGN

REVISION

BY	APVD

DR	J JARVIS	J JARVIS
CHK	D NICHOLSON	APVD
APVD		D NICHOLSON

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ELECTRICAL
RISER DIAGRAM

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PANEL: LP-1 | LOCATION: PUMP BUILDING
SERVICE VOLTAGE: 120/208VAC | PHASE: 3 | WIRE:
TOTAL LOAD KVA: 20.5 | BUS SIZE: 100A | MAIN SIZE: 60A | TYPE: SQUARE D
REMARKS: | NEUTRAL: FULL | MOUNTING: SURFACE | NQOD

LOAD IN KVA				BKR	CKT	CKT	BKR		LOAD IN KVA		
A	B	C	CIRCUIT DESCRIPTION	A/P	NO.	NO.	A/P	CIRCUIT DESCRIPTION	A	B	C
1.5			LIGHTING - PUMP ROOM	20/1	1	2	20/1	RECEPTACLES - PUMP ROOM	1.4		
	0.5		OUTSIDE LIGHTS	20/1	3	4	20/1	BATTERY CHARGER		0.4	
		0.4	LIGHTING - CHLORINE ROOM, STORAGE ROOM, BATHROOM & EF1	20/1	5	6	20/1	SPARE			0.4
0.5			EXHAUST FAN EF2	20/1	7	8	20/1	MAIN CONTROL PANEL MCP	0.6		
	0.1		EYEWASH SHOWER LIMIT SWITCH	15/1	9	10	20/1	RESIDUAL CHLORINE ANALYZER		0.6	
		8.8	EMERGENCY GENERATOR		11	12	20/1	EXIT & EMERGENCY LIGHTS			0.5
			CONTROL PANEL	30/1	13	14	30/1	GRINDER PUMP STATION	0.0		
	0.6		TANK FILL VALVE TFV1	20/1	15	16	30/1	DAY TANK		0.0	
		0.6	TANK FILL VALVE TFV2	20/1	17	18	15/1	AMMONIUM SULFATE FEED PUMP 1 &2			0.7
0.1			EYEWASH STATION FS 1-3-2	15/1	19	20	15/1	AIT 1-7-1	0.1		
	0.1		AIT 1-1-3	15/1	21	22	15/1	TANK LEAK ALARM RELAY PANEL FP-1-7-1		1.3	
		0.1	LIT 1-7-1	15/1	23	24	15/1	AMMONIUM SULFATE PUMP SKID LCP-1-8			1.3
0.0					25	26			0.0		
	0.0				27	28				0.0	
		0.0			29	30					0.0
2.1	1.4	9.9	TOTAL						2.1	2.3	2.9

NO.	DATE	DSGN	REVISION	BY	CHK
	J JARVIS	DR	J JARVIS	APVD	D NICHOLSON
				APVD	D NICHOLSON

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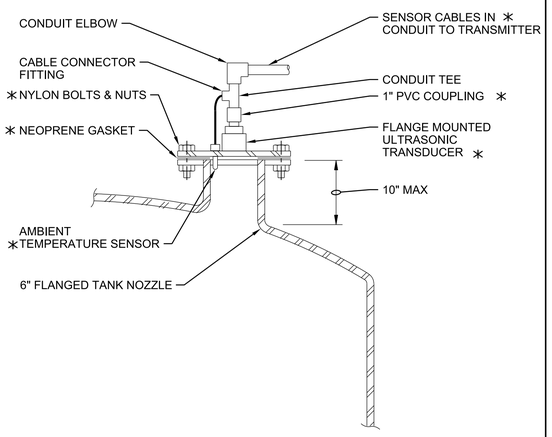
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LIGHTING PANEL 1 SCHEDULE

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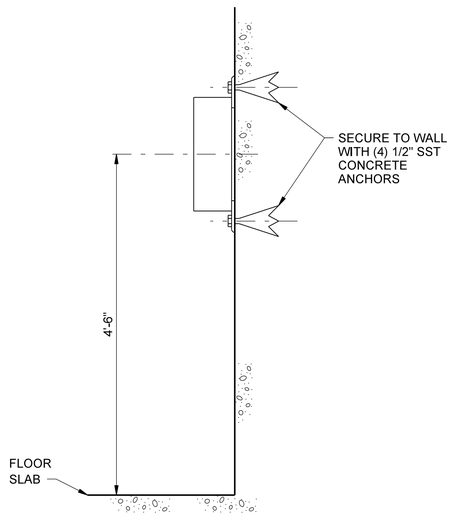
NOTES:

1. COMPONENTS DESIGNATED BY AN ASTERISK (✳) ARE SUPPLIED BY INSTRUMENT MANUFACTURER.
2. DO NOT FULLY TIGHTEN BOLTS WHICH MAY CAUSE ACOUSTIC RESONENCE THAT RESULTS IN INCREASED RING DOWN.
3. TRANSMITTER SHALL BE REMOTE MOUNT, SEE (4091-388)

ULTRASONIC LEVEL ELEMENT INSTALLATION - TANK

NTS

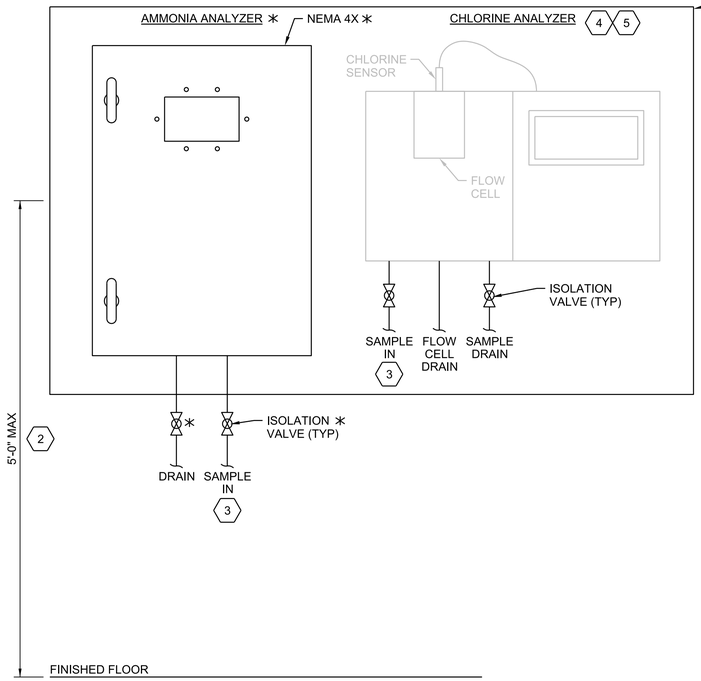
(4091-252)



WALL MOUNTED PANEL OR INSTRUMENT INSTALLATION

NTS

(4091-388)



WATER QUALITY PANEL INSTALLATION

NTS

(4091-906)

GENERAL NOTES:

1. COMPONENTS DESIGNATED BY AN ASTERISK (✳) AS SHOWN ON SST PANEL ARE SUPPLIED BY INSTRUMENT MANUFACTURER.
2. PROVIDE SURGE SUPPRESSORS AND JUNCTION BOXES (NOT SHOWN) FOR THE ANALYZERS POWER AND SIGNAL WIRING.
3. SAMPLE INLET PIPE SHALL BE 1-INCH PVC PIPE. REFER TO SPECIFICATION SECTION 40 91 00 FOR SAMPLE AND DRAIN LINE SIZES AND CONNECTIONS TO INSTRUMENTS.

(-) KEYED NOTES:

1. STAINLESS STEEL PANEL APPROXIMATE DIMENSIONS OF 36" H x 70" W.
2. ANALYZERS DISPLAYS SHALL NOT EXCEED 5'-0" HEIGHT FROM FINISHED FLOOR.
3. PROVIDE A STAINLESS STEEL ISOLATION VALVE FOR EACH ANALYZER SAMPLE INLET (NOT SHOWN). PROVIDE PRESSURE REDUCING VALVE AND MANUAL REGULATING FLOW VALVE (NOT SHOWN) AS REQUIRED TO REGULATE THE INLET SAMPLE FLOW AS SPECIFIED BY THE MANUFACTURERS INSTRUCTIONS.
4. RELOCATE EXISTING TOTAL CHLORINE ANALYZER (AE/AIT-1-1-3) TO THE NEW SST PANEL. PROVIDE NEW SAMPLE AND DRAIN PIPING AND ISOLATION VALVES AS SHOWN IN DETAIL.
5. PROVIDE NEW SAMPLE AND DRAIN PIPING AND ISOLATION VALVES AS SHOWN IN DETAIL FOR THE NEW AMMONIA ANALYZER, AIT-1-1-6, AND EXISTING DEPLOX ANALYZER, AIT-1-1-1.

NO.	DATE	DSGN	DR	CHK	BY	REVISION
		R.OSEGUEDA	T.LOOSE	C.SAHARKHIZ	APVD	APVD C.SAHARKHIZ

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INSTRUMENTATION AND CONTROL
STANDARD DETAILS

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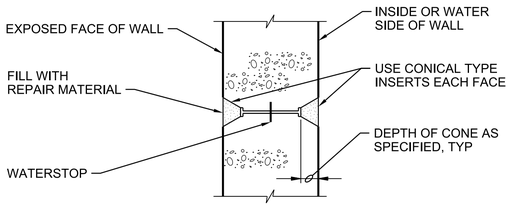
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FORM SNAP-TIE HOLE

NTS

0310-051



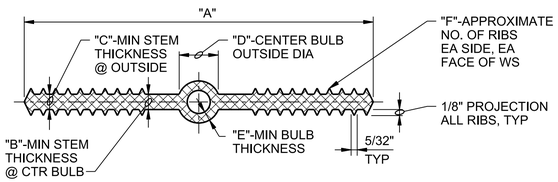
NOTE:

THE SPACING OF FORM TIES ON EXPOSED PORTIONS OF WALLS SHALL BE APPROXIMATELY EQUAL HORIZONTALLY AND VERTICALLY AND SHALL BE UNIFORM IN EACH DIRECTION.

PLASTIC WATERSTOP

NTS

0315-001



SIZE	"A"	"B"	"C"	"D"	"E"	"F"
4"x3/16"	4"	3/16"	3/16"	3/4"	1/4"	4
6"x3/8"	6"	3/8"	3/8"	7/8"	1/4"	6
9"x3/8"	9"	3/8"	3/8"	1"	1/4"	8

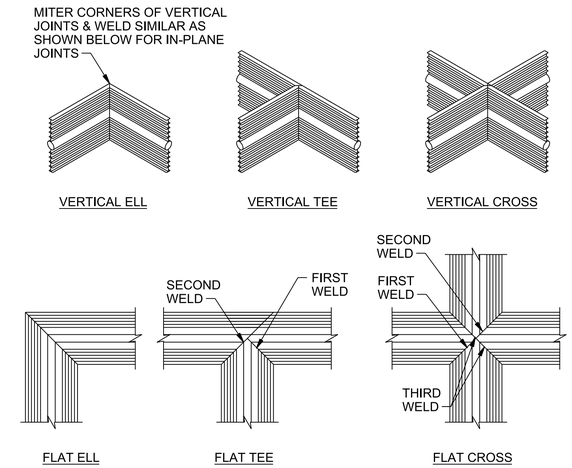
NOTES:

1. NON-ROUND CENTER BULBS SHALL HAVE A MINIMUM OUTSIDE DIMENSION OF 'D'.
2. SEE SPLICE DETAIL 0315-011
3. BULB TYPE WATERSTOP SHOWN IS REQUIRED FOR EXPANSION AND CONTROL JOINTS. SIMILAR WATERSTOPS WITHOUT CENTER BULB MAY BE SUBSTITUTED AT CONSTRUCTION JOINTS.
4. USE 6 INCH WATERSTOPS IN ALL CONSTRUCTION JOINTS UNLESS SPECIFICALLY SHOWN OTHERWISE.

WATERSTOP JOINTS

NTS

0315-011



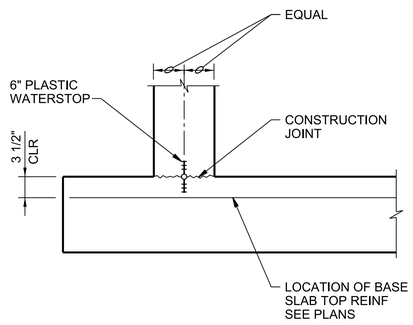
NOTE:

ALL WELDS SHALL BE PER WATERSTOP MANUFACTURER'S RECOMMENDATIONS.

WALL BASE CONSTRUCTION JOINT

NTS

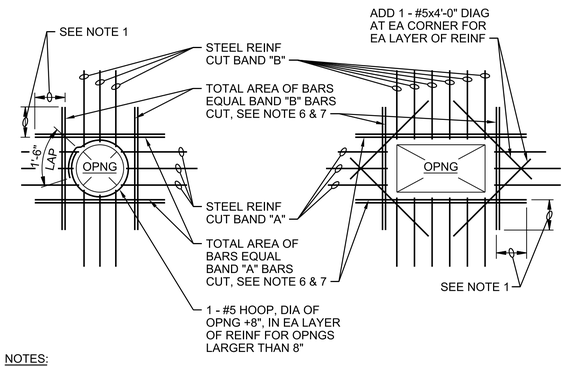
0315-154



OPENING REINFORCEMENT

NTS

0330-001



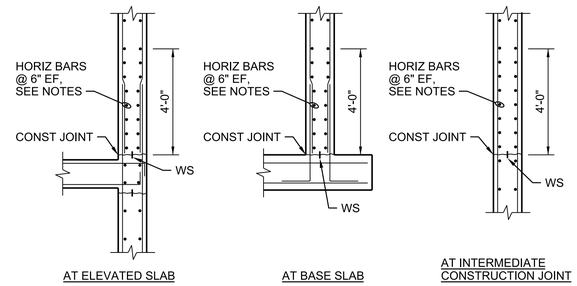
NOTES:

1. PROVIDE MINIMUM LAP, SEE GENERAL STRUCTURAL NOTES.
2. TYPICAL FOR ALL OPENINGS IN CONCRETE WALLS OF BELOW GRADE AND HYDRAULIC STRUCTURES AND ALL STRUCTURAL CONCRETE SLABS UNLESS INDICATED OTHERWISE ON PLANS.
3. DO NOT WELD REINFORCEMENT TO PIPE SLEEVES AND INSERTS.
4. PROVIDE A MINIMUM OF 2 "A" BARS AND 2 "B" BARS EACH SIDE OF OPENING (1 EACH FACE), INCLUDING DOWELS AND CORNER BARS, TYPICAL.
5. FOR OPENINGS LARGER THAN 8'-0", REINFORCE SAME AS FOR 8'-0" OPENINGS.
6. SPACE AT 3 BAR DIAMETERS (OR 3" MINIMUM) ON CENTER. LOCATE HALF OF TOTAL AREA ON EACH SIDE OF OPENING.
7. AT OPENINGS WITHIN 12" OF AN INTERSECTING WALL OR SLAB, PROVIDE ONLY THE EXTRA REINFORCEMENT WHICH WILL FIT, AT THE BAR SPACING IN NOTE 6.

REINFORCING AT HORIZONTAL CONSTRUCTION JOINT

NTS

0330-004



NOTES:

1. PROVIDE HORIZONTAL BARS AT 6" SPACING EACH FACE IN THE FIRST 4'-0" ABOVE ALL HORIZONTAL WALL CONSTRUCTION JOINTS IN LIQUID CONTAINING AND BELOW-GRADE STRUCTURES. WHERE TYPICAL WALL HORIZONTAL BARS ARE AT 12" SPACING, PROVIDE ADDITIONAL BARS FOR 6" SPACING.
2. HORIZONTAL BAR SIZE FOR THE 4'-0" ZONE SHALL BE THE TYPICAL WALL HORIZONTAL BAR SIZE SHOWN ON THE DRAWINGS OR THE MINIMUM BAR SIZE IN THE TABLE BELOW, WHICHEVER IS GREATER.

WALL THICKNESS (INCHES)	MINIMUM BAR SIZE
10	#5
12, 14	#6
16, 18, 20	#7
≥22	#8

3. PROVIDE CORNER BARS AT 6" SPACING EACH FACE TO LAP WITH THE BARS SHOWN ABOVE, SEE 0330-003.

NO.	DATE	DSGN	DR	CHK	APVD	BY	REVISION
	C ANSON	J THORNTON	C ANSON	C ANSON			

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CLEMENT W. ANSON PE 75167

VIERA BOOSTER STATION
CHLORAMINATION IMPROVEMENTS
CITY OF COCOA
MELBOURNE, FLORIDA 32940

Jacobs

STRUCTURAL

STANDARD DETAILS

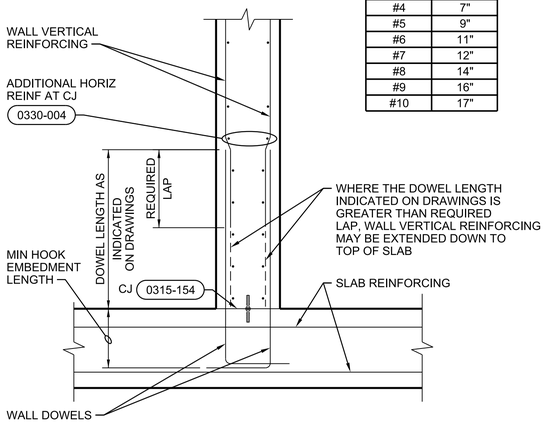
100% DESIGN DOCUMENT

AS NOTED
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

DATE	SEPTEMBER 2022
PROJ	EGXM4000
DWG	95-S-501
SHEET	23 of 26

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ACI MINIMUM HOOK EMBEDMENT LENGTH	
BAR SIZE	MIN EMBED
#4	7"
#5	9"
#6	11"
#7	12"
#8	14"
#9	16"
#10	17"



WALL SECTION

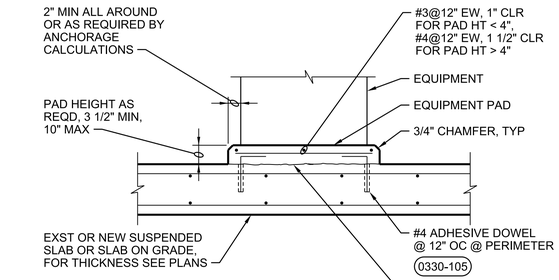
NOTE:

UNLESS NOTED OTHERWISE, ALL DOWEL HOOKS SHALL EXTEND TO AND BE TIED OFF TO BOTTOM MAT OF SLAB REINFORCING.

VERTICAL WALL REINFORCING/DOWEL PLACEMENT

NTS

0330-005



NOTES:

1. WHEN ANCHORAGE OF EQUIPMENT TO PAD IS REQUIRED, USE CONCRETE ANCHORS SPECIFIED.
2. CONCRETE PADS FOR ELECTRICAL EQUIPMENT SHALL BE 3 1/2" HIGH, UNLESS NOTED OTHERWISE.

TYPE 'E'

GENERAL NOTE:

FOR GENERAL NOTES SEE DETAIL 2 OF 2.

CONCRETE EQUIPMENT PAD - TYPE 'E'

NTS

DETAIL 1 OF 2

0330-056

NOTES:

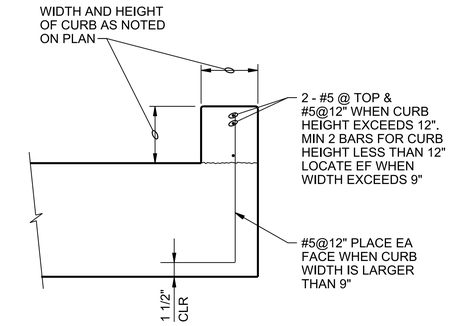
1. PAD SIZE SHALL BE MINIMUM INDICATED OR AS SHOWN ON THE PLANS OR AS INDICATED BY THE MANUFACTURER AND APPROVED BY THE ENGINEER.
2. THE SIZE, NUMBER, TYPE, LOCATION, AND THREAD PROJECTION OF THE ANCHOR BOLTS SHALL BE DETERMINED BY THE EQUIPMENT MANUFACTURER AND AS APPROVED BY THE ENGINEER. ANCHOR BOLTS SHALL BE HELD IN POSITION WITH A TEMPLATE OR OTHER ACCEPTABLE MEANS, MATCHING THE BASE PLATE, WHILE PAD IS BEING PLACED.
3. EQUIPMENT BASES SHALL BE INSTALLED LEVEL UNLESS INDICATED OTHERWISE.
4. WEDGES, SHIMS, OR LEVELING NUTS SHALL BE USED TO SUPPORT THE BASE WHILE THE GROUT IS PLACED. WEDGES OR SHIMS SHALL BE REMOVED AFTER GROUT IS SET AND PACK VOID WITH GROUT.
5. HEIGHT OF PADS SHALL BE MINIMUM REQUIRED FOR ANCHOR BOLT CLEARANCE TO KEEP ANCHOR BOLT ABOVE SUPPORTING SLAB (SEE TABLE BELOW). WHERE EQUIPMENT OR PIPING ELEVATION REQUIRE A PAD HEIGHT LESS THAN THE MINIMUM SHOWN, USE TYPE "B" EQUIPMENT PAD WITH BLOCKOUT.

CONCRETE EQUIPMENT PAD - NOTES

NTS

DETAIL 2 OF 2

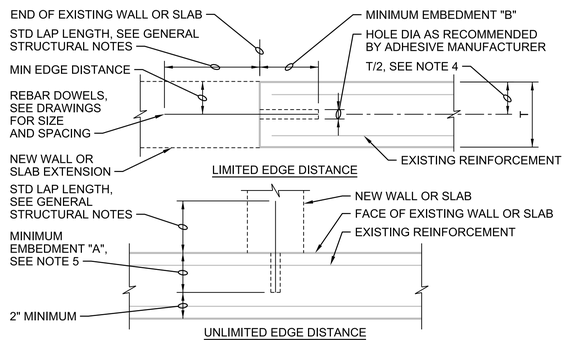
0330-056



CONCRETE CURB

NTS

0330-080



DOWEL SIZE	MINIMUM EDGE DISTANCE	MINIMUM EMBEDMENT "A"	MINIMUM EMBEDMENT "B"
#3	2 1/2"	5"	8"
#4	3 1/2"	7"	11"
#5	4"	8"	13"
#6	5"	10 1/2"	16"
#7	6"	12 1/2"	20"
#8	7"	14"	22"
#9	7 1/2"	15"	24"

NOTES:

1. CONFORM TO REQUIREMENTS OF SPECIFICATION SECTION 03 63 00, CONCRETE DOWELING.
2. FOLLOW ADHESIVE MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION.
3. USE MINIMUM EMBEDMENTS SHOWN, EXCEPT USE MANUFACTURER'S MINIMUM RECOMMENDED EMBEDMENT IF GREATER.
4. LOCATE DOWELS CENTERED IN WALL OR SLAB UNLESS OTHERWISE NOTED ON DRAWINGS. WHERE 2 ROWS OF DOWELS INDICATED, STAGGER SPACING & LOCATE ALTERNATING DOWELS AT MINIMUM EDGE DISTANCE FROM OPPOSITE FACES.
5. PROVIDE MINIMUM EMBEDMENT "A" SHOWN IN TABLE UNLESS SHORTER EMBEDMENT DEPTH IS CALLED OUT ON DRAWINGS.

ADHESIVE DOWEL

NTS

0330-105

NO.	DATE	DSGN	DR	CHK	APVD	BY	REVISION
	C ANSON	C ANSON	J THORNTON	C ANSON	APVD	C ANSON	

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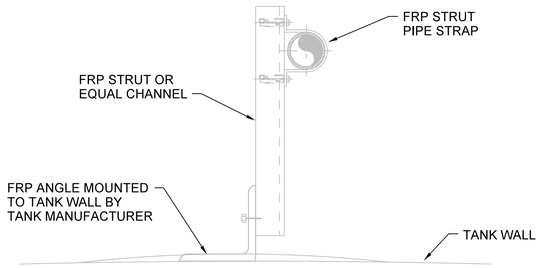
STRUCTURAL

STANDARD DETAILS

AS NOTED
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING. 0 1"

DATE	SEPTEMBER 2022
PROJ	EGXM4000
DWG	95-S-502
SHEET	24 of 26

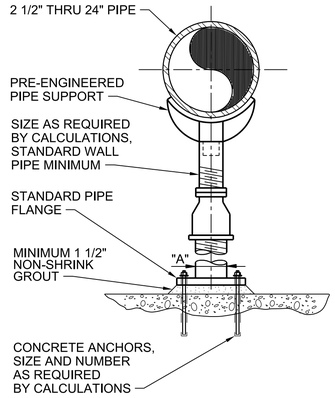
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CHEMICAL PIPE SUPPORT

NTS

4005-495X4



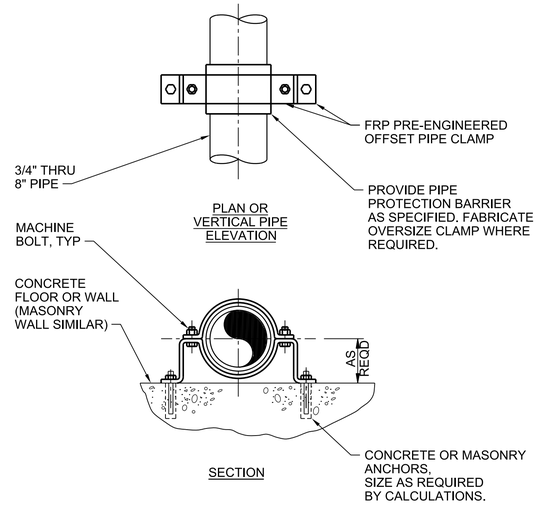
DIMENSION TABLE	
PIPE SIZE	"A" MINIMUM NOMINAL PIPE SIZE
2-1/2"	2-1/2"
3"	2-1/2"
4"	3"
6"	3"
8"	3"
10"	3"
12"	3"
14"	4"
16"	4"
20"	6"
24"	6"

NOTE:
SUBMIT FINAL DESIGN AND CALCULATIONS FOR SUPPORT AND ANCHORAGE AS SPECIFIED.

PIPE SUPPORT

NTS

4005-500



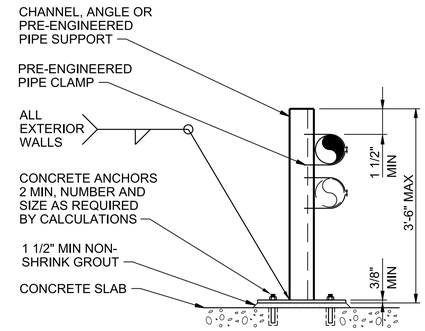
NOTES:

1. ONLY FOR VERTICAL OR FLOOR MOUNTED PIPES.
2. SUBMIT FINAL DESIGN AND CALCULATIONS FOR SUPPORT AND ANCHORAGE AS SPECIFIED.
3. FOR MATERIALS OF CONSTRUCTION SEE SPECIFICATION SECTION 40 27 00, PROCESS PIPING GENERAL.

PIPE SUPPORT - WALL MOUNTED

NTS

4005-505



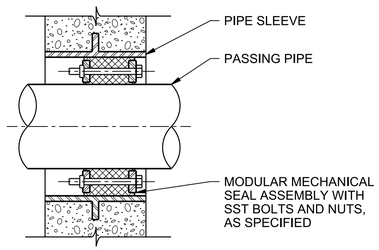
NOTES:

1. SUBMIT FINAL DESIGN DRAWINGS AND CALCULATIONS OF SUPPORTS AND ANCHORAGES AS SPECIFIED.
2. MAXIMUM PIPE SIZE: 2" DIAMETER.
3. MATERIAL TYPE SHALL BE AS SHOWN ON DRAWINGS OR AS SPECIFIED.
4. PROVIDE PIPE PROTECTION BARRIER AS SPECIFIED.

FLOOR PIPE SUPPORT

NTS

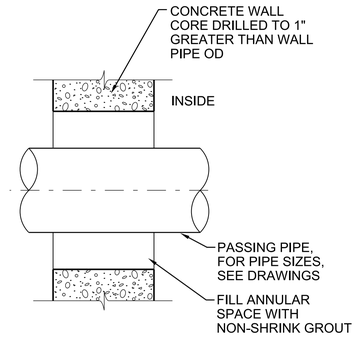
4005-524



WALL PENETRATION

NTS

4027-607



NOTE:

1. DO NOT USE WHERE SUBJECT TO HYDROSTATIC PRESSURE.

WALL PIPE PENETRATION SEAL

NTS

4027-608

NO.	DATE	DSGN	DR	CHK	APVD
REVISION					
T LOOSE		R ANGLEY	R ANGLEY	R ANGLEY	R ANGLEY
BY					

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PROCESS MECHANICAL

STANDARD DETAILS

1" = X'

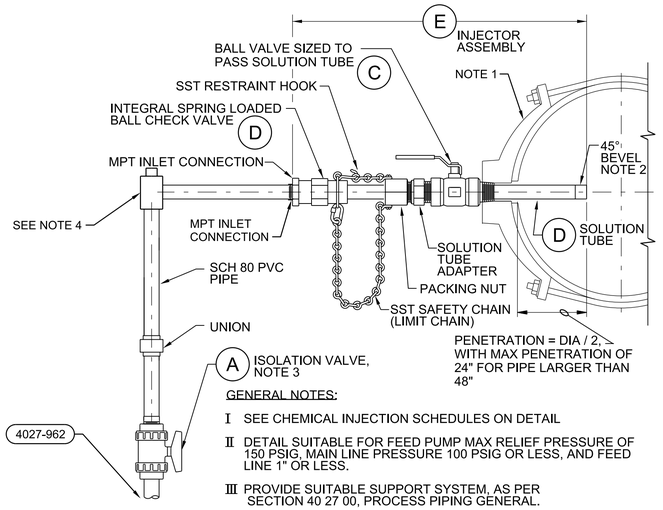
VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

DATE	SEPTEMBER 2022
PROJ	EGXM4000
DWG	95-D-501
SHEET	25 of 26

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GENERAL NOTES:

I SEE CHEMICAL INJECTION SCHEDULES ON DETAIL

II DETAIL SUITABLE FOR FEED PUMP MAX RELIEF PRESSURE OF 150 PSIG, MAIN LINE PRESSURE 100 PSIG OR LESS, AND FEED LINE 1" OR LESS.

III PROVIDE SUITABLE SUPPORT SYSTEM, AS PER SECTION 40 27 00, PROCESS PIPING GENERAL.

SPECIFIC NOTES:

1. DOUBLE STUD, ALL STAINLESS STEEL TAPPING SADDLE. CUSTOM GASKET MATERIAL FULLY CORROSION RESISTANT TO CHEMICAL. FORD METER BOX STYLE FS303 OR SMITH-BLAIR STYLE 372.
2. ORIENT BEVEL SO IT FACES FLOW DIRECTION. SEE VENDOR'S RECOMMENDATIONS.
3. FIELD LOCATE VALVE (A) TO ALLOW SOLUTION TUBE RETRACTION ONCE PIPE IS REMOVED. USE FITTINGS AS NEEDED.
4. ANGLE PATTERN PRESSURE SUSTAINING VALVE PROVIDED BY CHEMICAL METERING PUMP MANUFACTURER. SEE P&ID`S AND MECHANICAL DRAWINGS FOR TAG NUMBERS.

SCHEDULE 1 - CHEMICAL INJECTOR STANDARD COMPONENTS		
COMPONENT MARK	COMPONENT DESCRIPTION	MODEL / MATERIALS
(A)	ISOLATION VALVE	1/2" V330 (PVC)
(B)	FLEXIBLE HOSE	REINFORCED PVC (1" MAX & 150 PSIG MAX)
(C)	SOLUTION TUBE ISOLATION VALVE	1" V-330 (PVC)
(D)	SOLUTION TUBE AND INTEGRAL SPRING LOADED BALL CHECK VALVE WITH TEFLON BALL	SEE SCHEDULE 2
(E)	INJECTOR ASSEMBLY INCLUDES (B)(C)(D) AND ANCILLARIES	SAF-T-FLO EB146; OR EQUAL

SCHEDULE 2 - SPECIAL MATERIALS COMPONENTS BY CHEMICAL SERVICE			
FLOW STREAM	DESCRIPTION (NOTE 1)	MATERIAL OF SOLUTION TUBE AND BALL CHECK BODY & SPRING	OTHER COMPONENTS SEE SCHEDULE 1
SHC	SODIUM HYPOCHLORITE, 12%	HASTELLOY C-276	STANDARD, NOTE 3
AMS	AMMONIUM SULFATE, 40%	316 STAINLESS STEEL	STANDARD

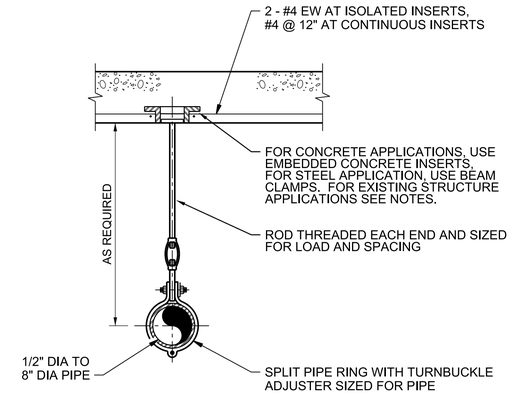
NOTE:

1. COMPONENTS SUITABLE FOR CONCENTRATIONS LISTED UP TO 100°F.
3. FOR HYPOCHLORITE ISOLATION VALVE (A), PROVIDE PRESSURE RELIEF HOLE DRILLED ON LOW PRESSURE SIDE OF BALL VALVE.

CHEMICAL INJECTOR RETRACTABLE REMOVABLE RIGID PIPE

NTS

4027-957B



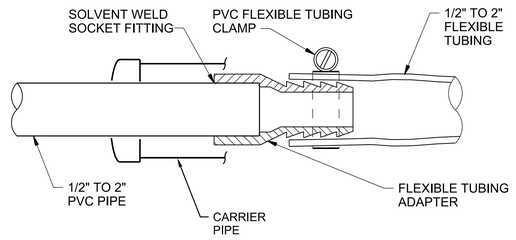
NOTES:

1. AT EXISTING CAST IN PLACE STRUCTURES USE UNDERCUT ANCHOR AND THREADED COUPLING TO ATTACH HANGER ROD TO STRUCTURE. ANCHOR CAPACITY SHALL EXCEED HANGER ROD CAPACITY. DO NOT ATTACH TO BOTTOM OF CONCRETE BEAMS.
2. FOR MATERIALS OF CONSTRUCTION SEE SPECIFICATION 40 27 00 PROCESS PIPING GENERAL.

PIPE HANGER

NTS

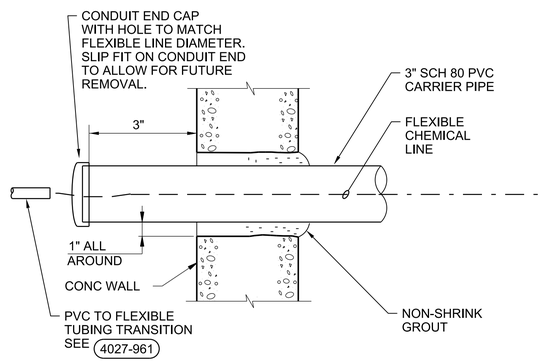
4005-551



PVC PIPE TO FLEXIBLE TUBING TRANSITION

NTS

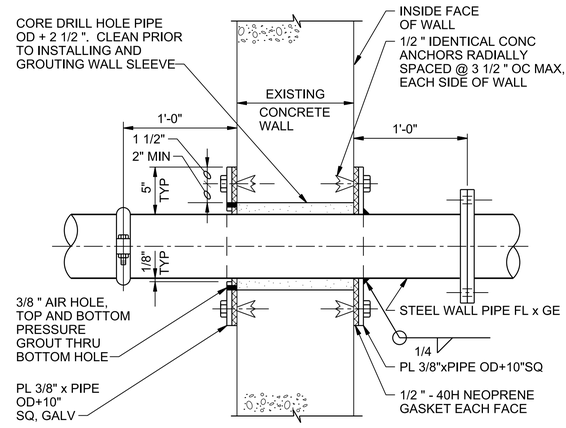
4027-961



PVC CARRIER PIPE WALL PENETRATION

NTS

4027-962



NOTES:

1. HOT DIP GALVANIZE WALL PIPE AFTER FABRICATION. COAT WITH SPECIFIED PAINT SYSTEM PRIOR TO GROUTING.

EXISTING WALL PIPE PENETRATION

NTS

4027-606

NO.	DATE	REVISION	DR	CHK	APVD	BY	APVD
DSGN	R ANGLEY		T LOOSE	R ANGLEY	R ANGLEY		R ANGLEY

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100% DESIGN DOCUMENT

1" = X'
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

DATE	SEPTEMBER 2022
PROJ	EGXM4000
DWG	95-D-502
SHEET	26 of 26

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-04-COC
	INVITATION TO BID (ITB)	Due Date: 12/06/2022
TITLE: Viera Pump Station Chlorination Improvements		

RESPONSE COVER PAGE

COMPANY NAME	L7 Construction, Inc.
ADDRESS	275 Hunt Park Cove, Longwood FL 32750
PRIMARY CONTACT	Brett Lefever
TELEPHONE #	321/972-9325
EMAIL ADDRESS	BLefever@L7Constructs.Com

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
✓	Original Submittal Package bound with binder clip
✓	Attended Pre-Bid (if Mandatory)
	Cover Letter (see section 1.02)
✓	Attachment "B" Insurance
✓	Attachment "C" Addendum Acknowledgement
	Attachment "D" Bid Security Bond
	Bid Bond
✓	Attachment "E" Bid Price Schedule
✓	Attachment "F" Trench Safety (if required)
✓	Attachment "G" Certificate of Non-Segregated Facilities
✓	Attachment "H" Drug-Free Workplace
✓	Attachment "I" Conflict of Interest and Non-Collusion
✓	Attachment "J" Organizational Info
✓	Attachment "K" Subcontractor Participation
✓	Attachment "L" References
✓	Attachment "M" Truth-in-Negotiations
	Attachment "N" Solicitation Label affixed to envelope
✓	Attachment "O" Scrutinized Companies
✓	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
✓	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees
✓	Proof of Florida Registration (if required)
✓	Professional License(s) (if required)
✓	W9
✓	Proof of Insurance
	USB drive with electronic copy of submittal



L7 Construction, Inc.
275 Hunt Park Cove
Longwood, Florida 32750
Office: 321-972-9325
Fax: 407-732-7812

Company Background

L7 Construction, Inc. was founded in Longwood, Florida in 2007. L7 Construction, Inc. serves the greater Central Florida Region in the municipal water and wastewater industry. Brett Lefever, a general contractor and founder of L7 Construction, Inc., grew up in a construction family and has worked in the industry for over 25 years.

Our primary focus is on water and wastewater treatment projects. We have crews to self-perform concrete formwork, placing and finishing, as well as piping above and below ground. We also have highly skilled personnel for the installation of equipment, pumps, aerators, mixers, clarifiers, filters presses, etc. Our crews have trailers outfitted with the tools and equipment necessary to complete the above work.

Our focus is on "Exceeding the owner's expectations, while providing an enjoyable place for our employees to make a living".

Brett Lefever, President
321/972-9325
BLefever@L7Constructs.Com

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-04-COC
	INVITATION TO BID (ITB)	Due Date: 12/06/2022
TITLE: Viera Pump Station Chlorination Improvements		

Brett Lefever
AFFIANT SIGNATURE

Brett Lefever
Typed Name of AFFIANT

President
Title

The foregoing instrument was executed before me this 7 day of DECEMBER, 2022 by Brett Lefever as President of L7 Construction, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC Kimberly A. Tegreeny
STATE OF Florida
MY COMMISSION EXPIRES: May 27 2023

KIMBERLY A. TEGREENY
MY COMMISSION #GG338670
EXPIRES: MAY 27, 2023
Bonded through 1st State Insurance

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-04-COC
	INVITATION TO BID (ITB)	Due Date: 12/06/2022
TITLE: Viera Pump Station Chlorination Improvements		

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. 1 Dated: 11.7.22

Addendum No. 2 Dated: 11.29.22

Addendum No. 3 Dated: 12.5.22

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: L7 Construction, Inc.

Mailing Address: 275 Hunt Park Cove, Longwood, FL 32750

Telephone Number: 321/972-9325 Fax Number: 407/732-7812 E-mail Address: BLefever@L7Constructs.Com

Brett Lefever FEIN: 26-0210469

Authorized Signatory | Printed Name

President | 12.7.22

Title | Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-04-COC
	INVITATION TO BID (ITB)	Due Date: 12/06/2022
TITLE: Viera Pump Station Chlorination Improvements		

Attachment "D"

Bid Security Bond

BOND NO: n/a

(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned L7 Construction, Inc.
275 Hunt Park Cove, Longwood, FL 32750
as Principal, and, Hartford Fire Insurance Company
as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa ITB B-23-04-COC titled Viera Pump Station Chlorination Improvements for a period of (180) calendar days after the date on which the bids are opened; and
2. Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.

Signed this 13th day of December, 2022

THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

Contractor Name: L7 Construction, Inc. (Affix Contractor's Corporate Seal Above)

Mailing Address: 275 Hunt Park Cove, Longwood, FL 32750

Telephone Number: 321/972-9325 Fax Number: 407/732-7812 E-mail Address:

Authorized Signatory	Printed Name	Title	Date
[signature]	BRETT LEFEVER	PRESIDENT	12/8/22

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-04-COC
	INVITATION TO BID (ITB)	Due Date: 12/06/2022
	TITLE: Viera Pump Station Chlorination Improvements	

STATE OF **Florida**

COUNTY OF **Seminole**

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED **Laura D. Mosholder**, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF **Florida**, TO REPRESENT **Hartford Fire Insurance Company** OF **One Hartford Plaza, Hartford, CT 06155**,

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF **Florida** (THE "SURETY").

SAID **Laura D. Mosholder** FURTHER CERTIFIES THAT AS AGENT FOR THE SAID **Hartford Fire Insurance Company** THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF **L7 Construction, Inc.**, TO THE CITY OF COCOA COVERING **ITB B-23-04-COC** titled **Viera Pump Station Chlorination Improvements** IN COCOA, FLORIDA.

Notary Public State of Florida
Natalie C Demers
My Commission GG 321169
Expires 07/30/2023

NOTARY PUBLIC Natalie C. Demers

STATE OF **Florida**

MY COMMISSION EXPIRES: **July 30, 2023**

Surety Name: **Hartford Fire Insurance Company** (Affix Surety's Corporate Seal Above)

Attorney in Fact for Signature	Printed Name of Attorney in Fact	Florida Licensed Agent Signature	Printed Name of Licensed Agent	License Surety Number
	Laura D. Mosholder		**Laura D. Mosholder**	**A185646**

Surety Mailing Address: **One Hartford Plaza, Hartford, CT 06155**

Agent Mailing Address: **4380 St. Johns Pkwy., Suite 110, Sanford, Florida 32771**

Telephone Number: **(860) 547-5000**

Telephone Number: **407-330-3990**

Fax Number: **866.212.4423**

Fax Number: **407-330-3949**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-04-COC
	INVITATION TO BID (ITB)	Due Date: 12/06/2022
TITLE: Viera Pump Station Chlorination Improvements		

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

TOTAL BASE BID	$ 833,700.00

EIGHT HUNDRED THIRTY THREE THOUSAND SEVEN HUNDRED Dollars
(Grand Total Written in words)

Bidder/Contractor Name: L7 Construction, Inc.

Mailing Address: 275 Hunt Park Cove, Longwood, FL 32750

Telephone Number: 321/972-9325 E-mail Address: BLefever@L7Constructs.Com

Authorized Signatory

Brett Lefever FEIN: 26-0210469
Printed Name

President
Title

12.7.22
Date

STATE OF Florida COUNTY OF Seminole

The foregoing instrument was executed before me this 7th day of December, 2022, by

Brett Lefever as President of L7 Construction, Inc.
____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

KIMBERLY A. TEGREENY
MY COMMISSION #GG338670
EXPIRES: MAY 27, 2023
Bonded through 1st State Insurance

NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY
Agency Code: 21-229752

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

D. A. Belis, Tracey C. Brown-Boone, Natalie C. Demers, David R. Hoover, Stephanie McCarthy, Jarrett Merlucci, Laura D. Mosholder, John R. Neu, Charles D. Nielson, Charles J. Nielson, Joseph Penichet Nielson, Daniel Frank Oaks, Brett Rosenhaus, Kevin Wojtowicz of MIAMI LAKES, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **December 13, 2022**.

Signed and sealed in Lake Mary, Florida.

Keith Dozois

Keith D. Dozois, Assistant Vice President

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-04-COC
	INVITATION TO BID (ITB)	Due Date: 12/06/2022
TITLE: Viera Pump Station Chlorination Improvements		

Attachment "F"
Trench Safety Certification

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.	~~NOT APPLICABLE~~				
2.	TRENCH BOX	LF	32	$100	$3,200
3.					
4.					
5.					

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: L7 Construction, Inc.

Mailing Address: 275 Hunt Park Cove, Longwood, FL 32750

Telephone Number: 321/972-9325 Fax Number: 407/732-7812 E-mail Address: BLefever@L7Constructs.Com

Authorized Signatory | Brett Lefever (Printed Name) | FEIN: 26-0210469

President (Title) | 12.7.22 (Date)

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-04-COC
	INVITATION TO BID (ITB)	Due Date: 12/06/2022
TITLE: Viera Pump Station Chlorination Improvements		

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
L7 Construction, Inc.

Mailing Address:
275 Hunt Park Cove, Longwood FL 32750

Telephone Number: 321/972-9325 Fax Number: 407/732-7812 E-mail Address:
BLefever@L7Constructs.Com

Brett Lefever FEIN:
26-0210469
Authorized Signatory

Brett Lefever
Printed Name

President
Title

12.7.22
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H"
Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. 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.

B. Inform employees about the dangers of drug abuse in the workplace, the business' 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.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, 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, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. 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.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

AFFIANT SIGNATURE

Brett Lefever
Typed Name of AFFIANT

President
Title

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-04-COC
	INVITATION TO BID (ITB)	Due Date: 12/06/2022
TITLE: Viera Pump Station Chlorination Improvements		

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was executed before me this 7th day of December, 2022, by Brett Lefever as President of L7 Construction, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of Florida

KIMBERLY A. TEGREENY
MY COMMISSION #GG338670
EXPIRES: MAY 27, 2023
Bonded through 1st State Insurance

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-04-COC
	INVITATION TO BID (ITB)	Due Date: 12/06/2022
TITLE: Viera Pump Station Chlorination Improvements		

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by L7 Construction, Inc. whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is 26-0210469 of the individual signing this sworn statement: _____.

My name is Brett Lefever and my relationship to the above entity is President.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # B-23-04-COC for Viera Pump Station Clorination Improvements Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

AUTHORIZED SIGNATURE

Brett Lefever
Typed Name of AUTHORIZED SIGNATORY

President
Title

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was executed before me this 7th day of December, 2022, by Brett Lefever as President of L7 Construction, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

KIMBERLY A. TEGREENY
MY COMMISSION #GG338670
EXPIRES: MAY 27, 2023
Bonded through 1st State Insurance

NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

Attachment "J"

Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
✓	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation	Florida				
Principal Place of Business (Enter Address)	275 Hunt Park Cove, Longwood, FL 32750				
Federal I.D Number	26-0210469				

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
L7 Construction, Inc.

Mailing Address:
275 Hunt Park Cove, Longwood, FL 32750

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number: ITB B-23-04-COC**
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TITLE: Viera Pump Station Chlorination Improvements		

Telephone Number: 321/972-9325 Fax Number: 407/732-7812 E-mail Address: BLefever@L7Constructs.Cor

Authorized Signatory

Brett Lefever FEIN: 26-0210469

Printed Name

President

Title

12.7.22

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number: ITB B-23-04-COC**
	INVITATION TO BID (ITB)	**Due Date: 12/06/2022**
TITLE: Viera Pump Station Chlorination Improvements		

Attachment "K"
Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
N/A	CROM CORP 352-372-3436 250 SW 36TH TER. GAINESVILLE, FL 32607	PRESTRESSED TAIL PENETRATIONS CONKES@CROMCORP.com	$48,000+/- ~6%
N/A	CL CONTROL CORP 561-293-3975 5760 CORPORATE WAY, STE 100 WEST PALM BEACH, FL 33407	I&C JNEEDS@CLCONTROLCORP.COM	$29,000+/- ~15%
N/A	HARPOON ELECTRIC 772-569-8961 9120 16TH PLACE VERO BEACH, FL 32966	ELECTRICAL HARPOONELECTRIC@BELLSOUTH.NET	$60,000+/- ~7%
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			~28%
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			0%

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-04-COC
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Bidder/Contractor Name: L7 Construction, Inc.

Mailing Address: 275 Hunt Park Cove, Longwood, FL 32750

Telephone Number: 321/972-9325 Fax Number: 407/732-7812 E-mail Address: BLefever@L7Constructs.Com

Brett Lefever FEIN: 26-0210469

Authorized Signatory Printed Name

President 12.7.22

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-04-COC
	INVITATION TO BID (ITB)	Due Date: 12/06/2022
TITLE: Viera Pump Station Chlorination Improvements		

Attachment "L"

References

Please See Attachment #1 for additional information

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Altamonte Springs WRF Phase I & II				
Type of Project/Service: Demolish three existing rectangular clarifiers 150'x33' equipment and concrete and existing chemical structure. Demolish equipment from three existing clarifiers 150'x33'. Form/pour new divider walls in existing secondary clarifiers to repurpose basins as anoxic and reaeration basins. Install temporary chemical feed for process to continue operation as usual. Grade area and form/pour new chemical containment area. Install two new alum chemical storage tanks, install two mirco C chemical storage tanks, two chemical pump skids, and new canopy structure over chemical storage tanks. New chemical piping, flowmeters, ultrasonic level sensors, and emergency eye wash showers were also installed.				
Address: 225 Newburyport Ave, Altamonte Springs, FL 32701				
Contracting Agency/Client: City of Altamonte Springs				
Contact Name and Phone #: Karen McCullen 407/875-2829/David Ammerman 407/571-8712				
Contact Email Address and Fax #: KMcCullen@ItsMyMaitland.Com/DAmmerman@altamonte.org. (407) 571-8082				
Contract Amount: $10,661,785.41	Start Date:	June 2019	End Date:	June 2022
Project #2:				
Project Name: SRWTP OzoneSide Stream				
Type of Project/Service: Removal of 3 Degassifiers and modifications to the 8" and 1" Stainless Steel welded and threaded piping adding a small sample pump including 8" BFV's and 6" check valves.				
Address: 500 W Lake Mary Blvd, Sanford, FL 32773				
Contracting Agency/Client: Seminole County				
Contact Name and Phone #: Tony Durrum 407/665-7123				
Contact Email Address and Fax #: tdurrum@seminolecounty.com (407) 665-2125				
Contract Amount: $227,000.00	Start Date:	Feb 2022	End Date:	Sept 2022
Project #3:				
Project Name: Mims WTP CO2 Tank Replacement				
Type of Project/Service: Replacement of existing CO2 tank with a new CO2 system, including precast electrical building SS piping throughout plant. Related electric & I&C improvements.				
Address: 2725 Judge Fran Jamieson Way, Melbourne, FL 32940Type your text				
Contracting Agency/Client: Brevard County				
Contact Name and Phone #: Owen Callard 321-633-2089				
Contact Email Address and Fax #: owen.callard@brevardfl.gov (321) 633-2095				
Contract Amount: $627,544.60	Start Date:	Sept 2018	End Date:	Aug 2019

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-04-COC
	INVITATION TO BID (ITB)	**Due Date:** **12/06/2022**

TITLE: Viera Pump Station Chlorination Improvements

Project #4:				
Project Name: Port Orange Garnsey Water Treatment Plant Sludge Feed Pumps & Filter Backwash				
Type of Project/Service: The replacement of four Aurora model progressive cavity sludge feed pumps along with filter backwash upgrades. The backwash upgrades include installed two 1,000 GPM horizontal split case high service pumping units complete with drive motors, couplings, bases, variable frequency drives and pressure control. The thickened lime sludge pumps capable of pumping gravity thickened lime sludge with a specific gravity from the lime thickener to the vacuum filters. Two centrifugal pump, two electric valve actuators and a new pump station pavilion. The pavilion built of masonry, membrane roof system, aluminum doors, an overhead door, & awning. Installation of SCADA system to allow for remote monitoring and control of the proposed pumps and actuators. Using a r eference standard of American Iron and Steel Institute (AISI).				
Address: 1000 City Center Cir, Port Orange, FL 32129				
Contracting Agency/Client: City of Port Orange				
Contact Name and Phone #: Lynn Stevens 386/506-5750				
Contact Email Address and Fax #: LStevens@Port-Orange.Org 386/506-5711				
Contract Amount: $1,009,670.00	Start Date:	March 2018	End Date:	March 2019
Project #5:				
Project Name: Winter Garden Storm Water Capture & Reuse				
Type of Project/Service: Project consisted of building two new storage ponds to collect contaminated water. A 20'-0" deep precast lift station was built for the storage pond located at the wastewater plant and a 15'-0" deep precast lift station was built at the storage pond located at Bradford Park, one mile from the wastewater plant. Each lift station was fitted with two submersible pumps, a valve vault, backwash pump, and associated control panels and level transmitters. Each lift station was fitted with an intake screen at the bottom of the storage ponds to filter out large debris. 2,800 LF of directional drilled 16" HDPE was installed as a water main between the two storage ponds. The HDPE was fitted with air release valves at each high point. After the HDPE pipe was installed, the water main was pigged to remove all debris from the line. The lift stations consisted of 16", 24", and 30" ductile iron pipe for the influent and effluent lines.				
Address: 300 W Plant St, Winter Garden, FL 34787				
Contracting Agency/Client: City of Winter Garden				
Contact Name and Phone #: Jim Monahan 407-840-0276				
Contact Email Address and Fax #: jmonahan@cwgdn.com 407-877-2363				
Contract Amount: $3,417,000.00	Start Date:	Aug 2017	End Date:	June 2018

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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Project Name: Altamonte Springs WRF Phase I & II
Type of Project/Service: Install and maintain dewatering for forming and pouring of four 90' diameter clarifiers and installation of new galvanized equipment from Ovivo. The four new clarifier interior walls were coated with Tnemec Hi-Build Epoxoline Series 66HS (3.0-6.0 mils), and Tnemec Epoxoline Series 22 (20.0-30.0 mils). The exterior walls were coated with MasterSeal 581 with Acryl 60 (formerly Thoroseal), and Enviro-Crete Series 156.

Demolish three existing rectangular clarifiers 150'x33' equipment and concrete and existing chemical structure. Demolish equipment from three existing clarifiers 150'x33'. Form/pour new divider walls in existing secondary clarifiers to repurpose basins as anoxic and reaeration basins. New coatings were applied at the anoxic and reaeration basins to rehabilitate the concrete which included Tnemec Series N69 at 6.0-8.0 mils DFT, Tnemec Series 262 at 60.0-80.0 mils DFT, Tnemec Series 22 at 18.0-22.0 mils DFT. 2,910 SF of new fine bubble diffusers by Aquarius Technologies, LLC was installed in the re-aeration basin. 10,830 SF of new big bubble diffusers by Enviromix, Inc. was installed in the anoxic tanks. Included the installation of 20", 10", 8", 6", and 3" SCH 10 stainless steel pipe to feed air to the new diffusers.

Install temporary chemical feed for process to continue operation as usual. Grade area and form/pour new chemical containment area. Install two new alum chemical storage tanks, install two mirco C chemical storage tanks, two chemical pump skids, and new canopy structure over chemical storage tanks. New chemical piping, flowmeters, ultrasonic level sensors, and emergency eye wash showers were also installed.

Install two new precast manholes; one at new chemical structure and one at new clarifiers.

Form and pour new splitter box and install four new weir slide gates. Bypass and install of new influent channel from existing secondary anoxic tank to new splitter box. Form and pour new sludge/scum collection box and install two submersible pumps along with four 16" telescoping valves. Installation of 4", 6", 8" 16", 24", 30", 36" and 48" ductile iron pipe. Installation of 8", 6", 4" 2", 1-1/2" and 1" PVC pipe. Reroute existing 8" and 6" potable water line servicing the plant. The interior walls of the sludge box, scum box, and splitter box were coated with Tnemec Mortarclad Series 218, Tnemec Perma-Shield H2S Series 434 (1/8"), and Tnemec Perma-Glaze Series 435 (15-20 mils). The exterior walls were coated with MasterSeal 581 with Acryl 60 (formerly Thoroseal), and Enviro-Crete Series 156.

Install and maintain bypass of existing flocculation tanks to filters of 12 MGD to allow for 48" clarifier effluent tie in. Installation and tie in of 30" RAS line from sludge box to RAS pump station. Installation of new floats, level transmitters and control panels. Install new transformer and new breakers in existing building for new electrical room.

Weir washers were installed at the four new clarifiers which included a new booster pump with associated pipe, electrical, and instrumentation and controls.
Type of coatings:

Anoxic/Re-aeration Basins:
Interior of the outside walls:
Primer: Tnemec Series N69 @ 6.0-8.0 mils DFT
Final Coating: Tnemec Series 262 @ 60.0-80.0 mils DFT

Interior walls:
Primer: Tnemec Series 22 @ 18.0-22.0 mils DFT
Final Coating: Tnemec Series 22 @ 18.0-22.0 mils DFT

Clarifiers:
Interior Walls:
First Coat: Tnemec Hi-Build Epoxoline Series 66HS (3.0-6.0 mils)
Second Coat: Tnemec Epoxoline Series 22 (20.0-30.0 mils)

Exterior of Walls:
First Coat: MasterSeal 581 with Acryl 60 (formerly Thoroseal)
Final Coating: Enviro-Crete Series 156

Sludge Box, Splitter Box, Scum Box:
Interior Walls:
First Coat: Tnemec Mortarclad Series 218
Second Coat: Tnemec Perma-Shield H2S Series 434 (1/8")
Third Coat: Tnemec Perma-Glaze Series 435 (15-20 mils)

Exterior of Walls:
First Coat: MasterSeal 581 with Acryl 60 (formerly Thoroseal)
Final Coating: Enviro-Crete Series 156

Address: 225 Newburyport Ave, Altamonte Springs, FL 32701
Contracting Agency/Client: City of Altamonte Springs
Contact Name and Phone #:
David Ammerman 407/571-8712
Karen McCullen 407/875-2829
Contact Email Address and Fax #:
David Ammerman DAmmerman@altamonte.org (407) 571-8082
Karen McCullen KMcCullen@ItsMyMaitland.Com

Contract Amount: $10,661,785.41 Start Date: June 2019 End Date: June 2022

Project Name: **SRWTP Ozone Side Stream**
Type of Project/Service: Removal of 3 Degassifiers and modifications to the 8" and 1" Stainless Steel welded and threaded piping adding a small sample pump including 8" BFV's and 6" check valves.
Address: 500 W Lake Mary Blvd, Sanford, FL 32773
Contracting Agency/Client: Seminole County
Contact Name and Phone #: Tony Durrum 407-665-7123
Contact Email Address and Fax #: tdurrum@seminolecounty.com (407) 665-2125

Contract Amount: $227,000.00 Start Date: Feb 2022 End Date: Sept 2022

Project Name: Mims WTP CO2 Tank Replacement
Type of Project/Service: Replacement of existing CO2 tank with a new CO2 system, including precast electrical building SS piping throughout plant. Related electric & I&C improvements.
Address: 2725 Judge Fran Jamieson Way, Melbourne, FL 32940
Contracting Agency/Client: Brevard County
Contact Name and Phone #: Owen Callard 321-633-2089
Contact Email Address and Fax #: owen.callard@brevardfl.gov (321) 633-2095

Contract Amount: $627,544.60 Start Date: Sept 2018 End Date: August 2019

Project Name: Port Orange Garnsey Water Treatment Plant Sludge Feed Pumps & Filter Backwash
Type of Project/Service: The replacement of four Aurora model progressive cavity sludge feed pumps along with filter backwash upgrades. The backwash upgrades include installed two 1,000 GPM horizontal split case high service pumping units complete with drive motors, couplings, bases, variable frequency drives and pressure control. The thickened lime sludge pumps capable of pumping gravity thickened lime sludge with a specific gravity from the lime thickener to the vacuum filters. Two centrifugal pump, two electric valve actuators and a new pump station pavilion. The pavilion built of masonry, membrane roof system, aluminum doors, an overhead door, & awning. Installation of SCADA system to allow for remote monitoring and control of the proposed pumps and actuators. Using a reference standard of American Iron and Steel Institute (AISI).
Address: 1000 City Center Cir, Port Orange, FL 32129
Contracting Agency/Client: City of Port Orange
Contact Name and Phone #: Lynn Stevens 386-506-5750
Contact Email Address and Fax #: lstevens@port-orange.org 386-506-5711
Contract Amount: $1,009,670.00 Start Date: March 2018 End Date: March 2019

Project Name: Winter Garden Storm Water Capture & Reuse
Type of Project/Service: Project consisted of building two new storage ponds to collect contaminated water. A 20'-0" deep precast lift station was built for the storage pond located at the wastewater plant and a 15'-0" deep precast lift station was built at the storage pond located at Bradford Park, one mile from the wastewater plant. Each lift station was fitted with two submersible pumps, a valve vault, backwash pump, and associated control panels and level transmitters. Each lift station was fitted with an intake screen at the bottom of the storage ponds to filter out large debris. 2,800 LF of directional drilled 16" HDPE was installed as a water main between the two storage ponds. The HDPE was fitted with air release valves at each high point. After the HDPE pipe was installed, the water main was pigged to remove all debris from the line. The lift stations consisted of 16", 24", and 30" ductile iron pipe for the influent and effluent lines.

A 19'-10" long x 9'-8" wide x 12'-0" tall concrete flocculation tank was formed and poured with two new mixers and a new metal walkway. Alum and Polymer chemical lines were installed to the flocculation tank to enable the process of flocculation and coagulation prior to the filter process. A disc filter was installed after the flocculation tank to process the water from both storage ponds. A 18" ductile iron line was installed between the flocculation tank and disc filter. A 16" ductile iron line was installed from the filter to the existing 12" force main that connects to the Orlando reuse water service line. Two high service pumps were installed after the disc filter, to pump the effluent water to the existing force main. A pre-cast break tank with associated 6", 10", 12", and 18" stainless steel pipe was installed between the disc filter and high service pumps to control the influent and effluent water levels in the disc filter. Coatings were applied on the concrete walls at the flocculation tank as well as all aboveground ductile and PVC pipe. All associated electrical and instrumentation and controls were included for the pumps, mixers, and disc filter.

A concrete control structure with removable stop logs and fabri-form was installed at the wastewater plant storage pond to control the influent water levels to the lift station. Sheet piles were driven in along the channel banks at the wastewater plant storage pond to stabilize the channel.

At the Bradford park storage pond, fabri-form was installed along the channel. A weir was installed along this channel, made from sheet piles and a welded cap. A new bridge with a crushed shell walkway was installed along the new storage pond.

Well points and sumps were used to dewater the areas at both storage ponds to allow us to dig the new storage ponds as well as install the new pre-cast lift stations. Approximately 40,000 CY of dirt/muck was removed and hauled offsite from digging the new storage ponds. Slide rail trenching systems were used to install both lift stations.

Sidewalk and asphalt restorations were made through the project, at the wastewater plant and Bradford Park. Hydroseeding was done at both storage ponds after construction was completed.
Address: 300 W Plant St, Winter Garden, FL 34787
Contracting Agency/Client: City of Winter Garden
Contact Name and Phone #: Jim Monahan 407-840-0276
Contact Email Address and Fax #: jmonahan@cwgdn.com 407-877-2363
Contract Amount: $3,417,000.00 Start Date: August 2017 End Date: June 2018

Construction, Inc.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-04-COC
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Attachment "M"

Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Proposer/Contractor Name: L7 Construction, Inc.

Mailing Address: 275 Hunt Park Cove, Longwood, FL 32750

Telephone Number: 321/972-9325 Fax Number: 407/732-7812 E-mail Address: BLefever@L7Constructs.Com

Authorized Signatory

Brett Lefever
Printed Name

FEIN: 26-0210469

President
Title

12.7.22
Date

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was executed before me this 7th day of December, 2022 by Brett Lefever as President of L7 Construction, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

KIMBERLY A. TEGREENY
MY COMMISSION #GG338670
EXPIRES: MAY 27, 2023
Bonded through 1st State Insurance

NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-04-COC
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Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:
L7 Construction, Inc.

Mailing Address:
275 Hunt Park Cove, Longwood, FL 32750

Telephone Number: 321/972-9325 Fax Number: 407/732-7812 E-mail Address: BLefever@L7Constructs.Com

Signatory — Brett Lefever — FEIN: 26-0210469 — Authorized

Printed Name

President — 12.7.22

Title — Date

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Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that L7 Construction, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of L7 Construction, Inc [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Brett Lefever
Date: 12.7.22

STATE OF FLORIDA
COUNTY OF Seminole
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12.7.22 (date) by Brett Lefever (name of officer or agent, title of officer or agent) of L7 Construction, Inc. (name of corporation acknowledging) , a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public
Kimberly A. Tegreeny
Name typed, printed, or stamped
My Commission Expires: May 27 2023

KIMBERLY A. TEGREENY
MY COMMISSION #GG338670
EXPIRES: MAY 27, 2023
Bonded through 1st State Insurance

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Company ID Number: 777472

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the L7 Construction, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 777472

Approved by:

Employer L7 Construction, Inc.	
Name (Please Type or Print) Brett Lefever	Title
Signature Electronically Signed	Date 04/29/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/29/2014

Company ID Number: 777472

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	L7 Construction, Inc.
Company Facility Address	275 Hunt Park Cove Longwood, FL 32750
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	260210469
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 777472

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 777472

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Brett Lefever
Phone Number	(321) 972 - 9325
Fax Number	(407) 732 - 7812
Email Address	blefever@L7constructs.com

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~~Attachment "Q"~~

~~Federally Required Contract Clauses for FEMA Grantees and Subgrantees~~ – Not used

~~1. *Equal Employment Opportunity*~~

~~During the performance of this contract, the contractor agrees as follows:~~

~~(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:~~

~~Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.~~

~~(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.~~

~~(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.~~

~~(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.~~

~~(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.~~

~~(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.~~

~~(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or~~

in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

~~***3. Compliance with the Copeland "Anti-Kickback" Act***~~

~~a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.~~

~~b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.~~

~~c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment~~

~~**4. Compliance with the Contract Work Hours and Safety Standards Act**~~

~~(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.~~

~~(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.~~

~~(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.~~

~~(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section~~

~~**5. Rights to Inventions Made Under a Contract or Agreement Not Applicable**~~

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

~~**6. Clean Air Act**~~

~~a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.~~

~~b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.~~

~~c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.~~

~~**7. Federal Water Pollution Control Act**~~

~~a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.~~

~~b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.~~

~~c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.~~

~~**8. Suspension and Debarment**~~

~~*a.* This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).~~

~~*b.* The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.~~

~~*c.* This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.~~

~~*d.* The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.~~

~~**9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**~~

~~a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to~~

~~pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.~~

~~10. PROCUREMENT OF RECOVERED MATERIALS~~

~~a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—~~

~~i. Competitively within a timeframe providing for compliance with the contract performance schedule;~~

~~ii. Meeting contract performance requirements; or~~

~~iii. At a reasonable price.~~

~~b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.~~

~~c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.~~

~~11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES~~

~~a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—~~

~~b. Prohibitions.~~

~~i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.~~

~~ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:~~

~~1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;~~

~~2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of~~

any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook

to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

~~17. *Program Fraud and False or Fraudulent Statements or Related Acts*~~

~~The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment* Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.~~

~~APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING~~

~~Certification for Contracts, Grants, Loans, and Cooperative Agreements~~

~~(To be submitted with each bid or offer exceeding $100,000)~~

~~The undersigned [Contractor] certifies, to the best of his or her knowledge, that:~~

~~1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.~~

~~2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.~~

~~3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.~~

~~This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.~~

~~The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.~~

_____

~~Signature of Contractor's Authorized Official~~

_____

~~Name and Title of Contractor's Authorized Official~~

_____

~~Date~~

~~18.~~ ~~*Affirmative Socioeconomic Steps*~~

~~If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.~~

~~19.~~ ~~*Copyright and Data Rights* – ***Not applicable***~~

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

EXHIBIT A

Viera Booster Station Technical Specifications

EXHIBIT B

Viera Booster Station Drawings

BUSINESS TAX RECEIPT

CITY OF LONGWOOD
174 W CHURCH AVE
LONGWOOD, FL 32750

2022-2023

Phone: 407-260-3442
http://www.longwoodfl.org

Receipt #: 22-01632
Issued Date: 09/23/2022
Effective Date: 10/01/2022
Expiration Date: 09/30/2023
License Type: CONTRACTOR (STATE LICENSED)

Business Name: L7 CONSTRUCTION, INC.
Business Location: 275 HUNT PARK CV

LEFEVER, BRETT
275 HUNT PARK CV

LONGWOOD, FL 32750

CITY OF LONGWOOD, FLORIDA IN SEMINOLE COUNTY
SEAL

RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS LOCATION.

L7 CONSTRUCTION, INC.
275 HUNT PARK CV

LONGWOOD, FL 32750

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LEFEVER, BRETT MICHAEL

L7 CONSTRUCTION INC
1705 ALVARADO COURT
LONGWOOD FL 32779-3723

LICENSE NUMBER: CGC1514056

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Electronic Articles of Incorporation For

L7 CONSTRUCTION, INC.

P07000059933
FILED
May 18, 2007
Sec. Of State
cgolden

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

L7 CONSTRUCTION, INC.

Article II

The principal place of business address:

2295 SPRINGS LANDING BLVD.
LONGWOOD, FL. 32779

The mailing address of the corporation is:

2295 SPRINGS LANDING BLVD.
LONGWOOD, FL. 32779

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

100

Article V

The name and Florida street address of the registered agent is:

BRETT M LEFEVER
2295 SPRINGS LANDING BLVD.
LONGWOOD, FL. 32779

I certify that I am familiar with and accept the responsibilities of registered agent.

P07000059933
FILED
May 18, 2007
Sec. Of State
cgolden

Registered Agent Signature: BRETT LEFEVER

Article VI

The name and address of the incorporator is:

BRETT LEFEVER
2295 SPRINGS LANDING BLVD.

LONGWOOD, FL 32779

Incorporator Signature: BRETT LEFEVER

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
BRETT M LEFEVER
2295 SPRINGS LANDING BLVD.
LONGWOOD, FL. 32779

Title: SEC
TRACI R LEFEVER
2295 SPRINGS LANDING BLVD.
LONGWOOD, FL. 32779

Article VIII

The effective date for this corporation shall be:

05/18/2007

Certified Copy

I certify the attached is a true and correct copy of the Articles of Incorporation of L7 CONSTRUCTION, INC., a Florida corporation, filed electronically on May 18, 2007 effective May 18, 2007, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is P07000059933.

Authentication Code: 070521101528-100102846761#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty First day of May, 2007

State of Florida
Department of State

I certify from the records of this office that L7 CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on May 18, 2007, effective May 18, 2007.

The document number of this corporation is P07000059933.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 31, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirty-first day of January, 2022

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 6178203520CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



Detail by Entity Name

Florida Profit Corporation
L7 CONSTRUCTION, INC.

Filing Information

Document Number	P07000059933
FEI/EIN Number	26-0210469
Date Filed	05/18/2007
Effective Date	05/18/2007
State	FL
Status	ACTIVE

Principal Address

1705 Alvarado Ct
LONGWOOD, FL 32779

Changed: 01/21/2016

Mailing Address

1705 Alvarado Ct.
LONGWOOD, FL 32779

Changed: 01/21/2016

Registered Agent Name & Address

LEFEVER, BRETT M
1705 Alvarado Ct
LONGWOOD, FL 32779

Address Changed: 01/21/2016

Officer/Director Detail

Name & Address

Title P

LEFEVER, BRETT M
1705 Alvarado Ct
LONGWOOD, FL 32779

Title SEC

LEFEVER, TRACI R
1705 Alvarado Ct
LONGWOOD, FL 32779

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
L7 CONSTRUCTION, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
275 HUNT PARK COVE

Requester's name and address (optional)

6 City, state, and ZIP code
LONGWOOD, FL 32750

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	6	–	0	2	1	0	4	6	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 4/2/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shelly Moore CIC	
Brown & Brown of Florida, Inc. 1300 Citizens Blvd, Suite 100 Leesburg FL 34748	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: Shelly.Moore@bbrown.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Scottsdale Insurance Company	41297
INSURER B :	Auto-Owners Insurance Company	18988
INSURER C :	Bridgefield Employers Insurance Company	10701
INSURER D :	Colony Insurance Company	39993
INSURER E :		
INSURER F :		

INSURED
L7 Construction, Inc.
275 Hunt Park Cove
Longwood FL 32750-7567

COVERAGES **CERTIFICATE NUMBER:** 22/23 All Lines **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	VRS0006047	07/11/2022	07/11/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Pollution Liability	$ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	53-938986-00	07/11/2022	07/11/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			VES0003805	07/11/2022	07/11/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	830-48507	07/11/2022	07/11/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Excess Liability			EXO4281254	07/11/2022	07/11/2023	Each Occurrence	$4,000,000
							Aggregate	$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Upgrades to Chlorination system #ITB B-23-04-COC
The City of Cocoa is included as additional insured with respect to the general liability and auto liability policies when required per written contract.
Waiver of subrogation in favor of the certificate holder with respect to the general liability, auto liability, and workers compensation policies when required per written contract.
30 day notice of cancellation in favor of the certificate holder with respect to the general liability, auto liability, and workers compensation policies when required per written contract.

CERTIFICATE HOLDER

City of Cocoa c/o Administrative Services Director
65 Stone St
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Brooks

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: May 6, 2022

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: July 11, 2022

Policy Number: 830-48507 Countersigned by: 

Insured: L 7 Construction, Inc.

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58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured**.

All other policy terms and conditions apply.

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and

b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

Policy Number: VRS0006047
Effective Date: 07/11/2022
Expiration Date: 07/11/2023

VIRTUE RISK PARTNERS

VIRTUE PACK

COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under VIRTUE PACK SERVICE BUSINESS PACKAGE POLICY.

Notwithstanding anything contained to the contrary in this VIRTUE PACK Service Business Package Policy, it is hereby agreed that all coverages bound and scheduled in the VIRTUE PACK Service Business Package Policy Declarations or the Contractors Pollution Liability Supplemental Declarations are subject to the following terms and conditions. In the event of a conflict between the provisions of these Common Policy Conditions and any Coverage Part, the provisions of these Common Policy Conditions shall control.

A. LIMITS OF LIABILITY AND DEDUCTIBLE – ALL COVERAGE PARTS

1. With the exception of any defense costs paid under the Commercial General Liability Coverage Part, the General Aggregate Limit Applicable to All Coverage Parts Combined, shown in the Declarations under Item III: Limits of Liability, is the most we will pay for the sum of CLAIMS, CLAIMS EXPENSES, occurrences or damages under all Coverage Parts, Optional Coverages, Supplemental Coverages, and Supplementary Payments under this VIRTUE PACK Service Business Package Policy.

2. If any CLAIM under any Coverage Part of this VIRTUE PACK Service Business Package Policy applies to multiple Coverage Parts, then the General Aggregate Limit Applicable to All Coverage Parts Combined, shown in the Declarations shall be limited to the highest applicable Limit of Liability payable under any one of the applicable Coverage Parts, with the exception of any applicable Excess Liability Coverage.

B. ADDITIONAL INSURED

1. It is understood and agreed that Section II. WHO IS AN INSURED of the Commercial General Liability Coverage Part and Section IV. DEFINITIONS, Paragraph I. INSURED of the Contractors Pollution Legal Liability and Professional Liability Coverage Parts, as applicable, are amended to include ADDITIONAL INSUREDS, but only with respect to liability for "bodily injury," "property damage," "personal and advertising injury" or LOSS caused, in whole or in part, by:
    a) "your work", YOUR SERVICES, or PROFESSIONAL SERVICES performed for that ADDITIONAL INSURED and included in the "products-completed operations hazard";
    b) Your acts or omissions in the performance of your ongoing operations for that ADDITIONAL INSURED; or
    c) The acts or omissions of those acting on your behalf in the performance of your ongoing operations for that ADDITIONAL INSURED.

    However:
    1. The insurance afforded to such ADDITIONAL INSURED only applies to the extent permitted by law; and
    2. If coverage provided to the ADDITIONAL INSURED is required by a contract or agreement, the insurance afforded to such ADDITIONAL INSURED will not be broader than that which you are required by the contract or agreement to provide for such ADDITIONAL INSURED.

2. With respect to the insurance afforded to any ADDITIONAL INSURED, the following is added to Section III. LIMITS OF INSURANCE of the Commercial General Liability Coverage Part and Section V. LIMITS OF LIABILITY AND DEDUCTIBLE of the Contractors Pollution Legal Liability and Professional Liability Coverage Parts:

    If coverage provided to the ADDITIONAL INSURED is required by a contract or agreement, the most we will pay on behalf of the ADDITIONAL INSURED is the amount of insurance:
    a. Required by the contract or agreement; or
    b. Available under the applicable Limits of Insurance, whichever is less.

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It is understood and agreed that for the purposes of this Endorsement the following definition shall apply.

A. ADDITIONAL INSURED means:

1. Any person or entity specifically endorsed onto this Policy as an ADDITIONAL INSURED. If any, such ADDITIONAL INSURED shall maintain only those rights pursuant to this Policy as are specified by endorsement; or
2. Any person or organization the NAMED INSURED is required to name as an additional insured in a written contract or agreement, but only with respect to "your work," YOUR SERVICES or PROFESSIONAL SERVICES performed by or on behalf of the NAMED INSURED for that person or organization. However, such persons or organizations are covered only with respect to "bodily injury," "property damage," "personal and advertising injury," or LOSS arising out of "your work," YOUR SERVICES or PROFESSIONAL SERVICES and are not covered for any "bodily injury," "property damage," "personal and advertising injury," or LOSS arising out of the person's or organization's own liability.

C. EXCLUSIONS

There is no coverage whatsoever under this Policy for any of the following. We will also have no duty to defend the insured against any suit seeking damages to which this insurance does not apply.

1. Cross Suits
   Any liability or obligation from any CLAIM initiated, alleged or caused to be brought about by a NAMED INSURED or INSURED against any other NAMED INSURED or INSURED. This exclusion shall not apply to CLAIMS brought by any person(s) or organization(s) whom you agree, in a written contract, to name as an ADDITIONAL INSURED.

2. Prior Knowledge, Expected or Intended Injury
   BODILY INJURY, PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE or POLLUTION CONDITIONS expected or intended, should have been known by, or could have reasonably been expected by any RESPONSIBLE INSURED, to give rise to a CLAIM. This exclusion shall not apply to BODILY INJURY resulting from the use of reasonable force to protect persons or property.

3. Intentional Acts
   BODILY INJURY, PROPERTY DAMAGE or ENVIRONMENTAL DAMAGE based upon or arising from any acts of an INSURED which are based upon or otherwise attributed to the INSURED'S intentional, willful, dishonest, fraudulent, malicious, deliberate or knowingly wrongful act, including but not limited to such behavior or non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body prior to or after inception of this Policy, including but not limited to an intentional discharge, seepage, disposal, dispersal, migration, release of any substance that could cause a POLLUTION CONDITION, committed by or at the direction of a RESPONSIBLE INSURED.

   This exclusion does not apply to a RESPONSIBLE INSURED that did not commit, participate in, or have knowledge of such an act.

4. Workers' Compensation
   Any liability or obligation of any INSURED under any workers compensation, disability benefits, unemployment compensation, employee benefits, pension sharing, ERISA law or any similar federal, state or local law and any amendments thereto.

5. Employment Practices Liability
   INJURY OR DAMAGE to:
   a. A person arising out of any:
      (1) Refusal to employ that person;
      (2) Termination of that person's employment; or
      (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

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b. The spouse, child, parent, brother or sister of that person as a consequence of INJURY OR DAMAGE to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies whether the injury-causing event described in paragraphs (1), (2) or (3) above occurs before employment, during employment or after employment of that person.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

6. Employer's Liability
BODILY INJURY to:
   1. An EMPLOYEE of the INSURED, its parent, subsidiary or affiliate, arising out of and in the course of employment by the INSURED or while performing duties related to the conduct of the INSURED'S business; and
   2. The spouse, child, parent, brother or sister of that EMPLOYEE as a consequence of Paragraph 5 a. above.

   This exclusion applies whether the INSURED may be liable as an employer or in any other capacity and to any obligation of any INSURED to share damages with or repay someone who must pay damages because of such BODILY INJURY. This exclusion does not apply to liability assumed by the INSURED under an INSURED CONTRACT.

7. Related Claims
Any coverage provided under this Policy shall not apply to a CLAIM previously reported to the Company or any CLAIM or CLAIMS EXPENSES involving substantially the same general conditions or allegations that gave rise to any demand as referenced in the application, including any addendum or addenda attached thereto.

8. Injunctive Relief, Fines and Penalties
Any CLAIM seeking injunctive relief or payment for fines or penalties.

9. Project Coverage
Any liability or obligation from any project for which any INSURED is an insured on a separate project-specific policy issued by any insurance company.

10. Unsolicited Communications
Any liability or obligation, including obligations to pay damages or defend any claim or suit by reason of the assumption of liability in an INSURED CONTRACT, from unsolicited communications or allegations of unsolicited communications made by or on behalf of any INSURED.

    Unsolicited communications means any form of communication, distribution, or the transmittal or publication of information or material, including, but not limited to facsimile, electronic mail, postal mail, express mail, telephone, internet or web-based advertisement, instant message, SMS message or text message that the recipient has not specifically requested. Unsolicited communications includes, but is not limited to actual or alleged violations of:
    a. The Telephone Consumer Protection Act (47 U.S.C 227), including any amendment of, or addition to, such statute;
    b. The Controlling the Assault of Non-Solicited Pornography and Marketing Act (15 U.S.C 7701), including any amendment of, or addition to, such statue; or
    c. Any other statue, ordinance or regulation relating to the communication, distribution or transmittal of unwanted content, information or material.

11. Access or Disclosure of Confidential or Personal Information
Any liability or obligation arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

    This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

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12. Fire Suppression Negligence Exclusion
Any liability or obligation arising out of the NAMED INSURED'S failure to provide safeguards, monitoring or emergency fire suppression equipment, during and up to one hour after performing any operations involving any activity or operation that generates sparks, flames or heat capable of causing combustion.

13. War
Any liability or obligation of any INSURED caused, arising, directly or indirectly, out of:
    a. War, including undeclared or civil war;
    b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personal or other agents; or
    c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

14. Radioactive Waste
Any liability or obligation for radioactive, toxic or explosive properties of NUCLEAR MATERIAL. This exclusion shall not apply to the INSURED'S work as it relates to remediation and/or decommissioning of non-reactive sites which may contain or have become contaminated with Low-Level Radioactive Waste as defined in the Low-Level Radioactive Waste Policy Act and which is under the regulatory authority of the Atomic Energy Act of 1954, as amended.

15. NUCLEAR EXCLUSION
I. Any obligation:
A. Under any Liability Coverage, to injury, sickness, disease, death or destruction, BODILY INJURY or PROPERTY DAMAGE:
1. With respect to which an INSURED under the Policy is also an INSURED under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an INSURED under any such policy but for its termination upon exhaustion of its limit of insurance; or

2. Resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and with respect to which: (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the INSURED is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, first aid, to expenses incurred with respect to BODILY INJURY, sickness, disease or death resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and arising out of the operation of a NUCLEAR FACILITY by any person or organization.

C. Under any Liability Coverage, to injury, sickness, disease, death or destruction, BODILY INJURY or PROPERTY DAMAGE resulting from HAZARDOUS PROPERTIES of NUCLEAR MATERIAL, if:
1. The NUCLEAR MATERIAL is at, or has been discharged or dispersed from any NUCLEAR FACILITY owned by, or operated by or on behalf of, an INSURED; or
2. The NUCLEAR MATERIAL is contained in SPENT FUEL or WASTE and was at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an INSURED; or

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3. The injury, sickness, disease, death or destruction, BODILY INJURY or PROPERTY DAMAGE arises out of the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any NUCLEAR FACILITY, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such NUCLEAR FACILITY, PROPERTY DAMAGE to such NUCLEAR FACILITY and any property thereat.

As used in this Endorsement:

A. HAZARDOUS PROPERTIES mean radioactive, toxic or explosive properties.

B. NUCLEAR FACILITY means:
   1. Any NUCLEAR REACTOR;
   2. Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing SPENT FUEL, or (c) handling, processing or packaging WASTE;
   3. Any equipment or device used for the processing fabricating or alloying of SPECIAL NUCLEAR MATERIAL, if at any time the total amount of such material in the custody of the INSURED at premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any of the combination thereof, or more than 250 grams of uranium 235; or
   4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of WASTE including the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

C. NUCLEAR MATERIAL means SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL, or BY-PRODUCT MATERIAL.

D. NUCLEAR REACTOR means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

E. SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL, and BY-PRODUCT MATERIAL have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

F. SPENT FUEL means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a NUCLEAR REACTOR.

G. WASTE means any waste material: (a) containing BY-PRODUCT MATERIAL other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its SOURCE MATERIAL content, and (b) resulting from the operation by any person/organization of any NUCLEAR FACILITY included in the first two paragraphs of NUCLEAR FACILITY.

With respect to injury to or destruction of property, the word injury or the word destruction includes all forms of radioactive contamination of property. PROPERTY DAMAGE also includes all forms of radioactive contamination of property.

D. GENERAL CONDITIONS

1. Actions Against Company: No action shall lie against the Company unless, as a condition precedent thereto, each INSURED has fully complied with all of the provisions of this Policy, or until the amount of the INSURED'S obligation to pay shall have been finally determined either by written agreement of the INSURED or by judgment against the INSURED after actual trial and appeal has been concluded.

   Any person, organization or legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED liability, nor shall the Company be impleaded by the INSURED or his legal representative.
2. Additional Premiums: If, during this POLICY PERIOD, an increase in the risk or hazards covered hereunder occurs, the Company shall have the right to charge the appropriate additional premium.

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3. Assignment: This Policy may not be assigned and shall be void if assigned or transferred without prior written consent of the Company.

4. Bankruptcy or Insolvency: Bankruptcy or Insolvency of the INSURED or of the INSURED estate shall not relieve the Company of any of its obligations hereunder.

5. Cancellation: This Policy may be cancelled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing written notification stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company for any reason, by mailing to the NAMED INSURED at the address shown in the Policy, written notification not less than 60 days (10 days for nonpayment of premium) thereafter such cancellation shall be effective. Proof of mailing of such notification shall be sufficient proof of notification. The time of surrender or the effective date and hour of cancellation stated in the notification shall become the end of the POLICY PERIOD. Delivery of such written notification either by the NAMED INSURED or by the Company shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

6. Changes: Notification to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

7. Choice of Law: The policy shall be governed and construed in accordance with the laws of the State of New York, without giving effect to conflict of law rules.

8. Coverage Territory. This Policy applies to CLAIMS made:
   a. In the United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph 1 above; or
   c. All other parts of the world if the injury or damage arises out of:
      i. Goods or products made or sold by the INSURED in the territory described in Paragraph a. above; or
      ii. The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business.

   provided the insured's responsibility to pay damages is determined in a CLAIM on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

9. Declarations and Representations: By acceptance of this Policy, the NAMED INSURED agrees that the statements contained in the Application for insurance, all supplemental materials, CLAIM information and any other information including submitted to the Company, including but not limited to the aforementioned, are accurate and complete at the time such information was reported. All submitted information comprise the INSURED'S agreements and representations, and knowledge that this Policy is issued in reliance upon the truth of such representations and that this Policy Declarations, Provisions, and Endorsements embody all agreements existing between all INSUREDS and the Company and supersede any prior express or implied agreements relating to this Policy.

   The NAMED INSURED acknowledges and agrees that the Application and any other information submitted by the NAMED INSURED is incorporated into, and is part of, this Policy. The NAMED INSURED also acknowledges and agrees that the representations and warranties and contained in the Application or in any other information submitted by the NAMED INSURED in an effort to procure this Policy, are complete, true and correct and that the Company issued this Policy in specific reliance upon the representations and warranties contained in the Application and in any other information submitted by the NAMED INSURED.

10. Independent Counsel: In the event the INSURED is entitled by law to select independent counsel to defend the INSURED at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company actually pays to counsel the Company retains in the ordinary course of business in the defense of a similar CLAIM or in the community where the CLAIM arose or is being defended.

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Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency, including experience in defending CLAIMS similar to the one pending against the INSURED and to require such counsel to have errors and omissions insurance coverage. As respects any such counsel, the INSURED agrees that counsel will timely respond to the Company's requests for information regarding the CLAIM. Furthermore, the INSURED may at any time, by its signed consent, freely and fully waive its right to select independent counsel.

11. Inspection and Audit: Any of the Company's authorized representatives shall have the right and opportunity, but not the obligation, when the Company so desires, to interview persons employed by the INSURED and to inspect at any reasonable time, during the POLICY PERIOD or thereafter, the INSURED'S premises, equipment, operations, COVERED LOCATIONS and all improvements, structures, products, ways, works, machinery and appliances thereon; but neither the Company nor its representatives shall assume any responsibility or duty to the INSURED or to any other party, person or entity, by reason of such right or inspection. Neither the Company's right to make inspections, nor the actual undertaking thereof nor any report thereon shall constitute an undertaking on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practices or are in compliance with any law, rule or regulation. The NAMED INSURED agrees to provide access to appropriate personnel to assist the Company's representatives during any inspection. The Company shall also have the right to examine or audit any financial records of the NAMED INSURED to inspect for accuracy in reporting income or revenue as represented and warranted in the Application. Premium audits may be processed as a result of such inspection, after any policy expires or is terminated. Premium adjustment calculations shall determine additional premiums due, if any, and shall not result in any mid-term downward adjustment of premium.

12. Material Change in Risk: The INSURED must endeavor to notify the Company, in writing, of any change in operations which materially increases the risk from that originally assumed by the Company at Policy inception. Any failure by the INSURED to notify the Company may void all additional risk presented to the Company, if that failure to notify the Company presents additional exposure that the company has not had the opportunity to assess or receive due consideration for. The Company reserves the right to rescind all coverage offered under this policy, accordingly.

13. Mediation and Deductible Credit: If the INSURED and the Company agree to use Mediation to resolve a covered CLAIM, and is completely resolved by such Mediation, the INSURED's Deductible obligation will be reduced by 75%, subject to a maximum monetary reduction of $35,000. For the purpose of this paragraph, Mediation means a non-binding process where a neutral panel of individuals assist the parties to reach their own settlement. When this occurs, we will reimburse the NAMED INSURED as soon as practical for any qualifying deductible amount which was already paid by the NAMED INSURED prior to the Mediation.

14. Minimum Earned Premium: If this Policy is cancelled at the request of any NAMED INSURED, the total retained by the Company shall not be less than 25.00% .

15. Nonrenewal: The Company may non-renew this Policy by mailing or delivering to the NAMED INSURED at the address stated on the Declarations Page, or any endorsement amending the Declarations Page, written notice of nonrenewal at least sixty (60) days before the expiration date of this Policy. The offer of Policy terms, conditions or premium different than those in effect prior to renewal, shall not constitute non-renewal.

16. Other Insurance:
    Commercial General Liability Coverage Only:
    a. Primary Insurance: This insurance is primary except when b. below applies.
    b. Excess Insurance:
        (1) This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:
            (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
            (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

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(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(d) If the loss arises out of the maintenance or use of aircraft, "auto" or watercraft to the extent not subject to Exclusion g. of Coverage A (SECTION I); or

(e) That is valid and collectible insurance available to you under any other policy.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all other insurance.

If a loss occurs involving two or more policies, each of which states that its insurance will be excess, then our policy will contribute on a pro rata basis.

All Other Coverage Parts except the Environmental Impairment Liability Coverage Part: If any part of either LOSS or CLAIMS EXPENSE are covered under this Policy and any other valid and collectible current, prior or subsequent Policy(ies) issued by any other insurer, this Policy shall provide coverage for such LOSS or CLAIMS EXPENSE on a pro rata basis with such other policy according to the applicable Limits of Liability of the applicable Coverage Part and such other policy. This coverage shall apply on an excess basis over any and all Project Specific Policies.

This insurance shall in no way be increased or expanded as a result of the receivership, insolvency, or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend. This also applies to the INSURED while acting as a self-insured for any coverage. The INSURED shall promptly upon the request of the Company provide the Company with copies of all policies potentially applicable against the liability to which this Policy applies.

The Company's obligation to make any payment for TRANSPORTATION shall be on an excess and non-contributory basis over any other primary and excess insurance available to the INSURED, whether collectible or not.

17. Primary Non-Contributory: Except as otherwise specified herein, this Policy shall be considered primary to any similar insurance held by third parties with respect to "your work," YOUR SERVICES and PROFESSIONAL SERVICES performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which person(s) or organizations(s) as referenced above may have, is excess and non-contributory to this insurance.

18. Severability: Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Policy to the NAMED INSURED, this insurance applies as if each NAMED INSURED were the only NAMED INSURED and separately to each INSURED against whom a CLAIM is made.

19. Sole Agent: The NAMED INSURED first listed in the Declarations shall be deemed agent of, and act on behalf of, all other INSUREDS, if any, with respect to all matters involving this policy, including the payment or return of premium, payment of all deductibles, receipt and acceptance of any endorsement issued to form a part of the Policy, giving and receiving notification of cancellation or non-renewal, and the exercise the Policy of the rights provided in the Extended Reporting Period clause, if applicable. The Company shall have the right to seek indemnification from any INSURED or any other person who may be legally liable for the debts of the NAMED INSURED.

20. Transfer or Recovery Rights: If the Company pays any amount or incurs CLAIM EXPENSE under this Policy, the Company shall be subrogated to the rights of recovery of each INSURED, against any person, firm or

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organization. All INSUREDS shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights, including without limitation, assignment of the INSURED rights against any person or organization on account of which the Company made payment or incurred coverage expense under this Policy. The INSURED shall do nothing to waive or prejudice such rights either prior or subsequent to any CLAIM.

21. Transfer of the NAMED INSURED'S Rights and Duties: The NAMED INSURED'S rights and duties under this policy may not be transferred without the Company's written consent except in the case of death of an individual NAMED INSURED. If an individual NAMED INSURED dies, their rights and duties will be transferred to the NAMED INSURED'S legal representative, but only while acting within the scope of duties as the NAMED INSURED'S legal representative. Until the NAMED INSURED'S legal representative is appointed, anyone having proper temporary custody of the NAMED INSURED'S property will have the NAMED INSURED'S rights and duties, but only with respect to that property.

22. Waiver of Subrogation: The Company waives any right of recovery it may have against any person(s) or organization(s) to whom the NAMED INSURED agrees, in a written contract, to provide a waiver of subrogation because of payments the Company makes for injury or damage arising out of the YOUR SERVICES done under a contract with that person or organization. This status exists only for the project specified in that contract. Under no circumstances shall this provision act to extend the policy period, change the scope of coverage, or increase the Aggregate Limits of Insurance scheduled in the VIRTUE PACK Service Business Package Policy Declarations or in any Supplemental Declarations. This paragraph shall not apply to the Environmental Impairment Liability Coverage Part.

23. Claim and Loss Apportionment. If a Claim made against an Insured includes both covered and uncovered allegations, or is made against an Insured and others not insured, the Insured and the Company recognize that there must be an allocation between covered and uncovered Claim Expenses and Loss payments, if any. The Insured and the Company shall use good faith efforts to agree upon a fair allocation between covered and uncovered Claims, Claim Expenses, and Loss taking into account the relative legal and financial exposures, and the relative benefits obtained in connection with the defense and/or settlement of the Claim by the Insured or others.
    a. If the Insured and the Insurer are unable to agree on the amount of the allocation, then the Company shall pay only those amounts (excess of the Deductible) which the Company deems to be fair and equitable until a different amount shall be agreed upon or determined pursuant to the terms of this Policy.
    b. The Company may advance Claims Expenses and or Loss and pursuant to this paragraph prior to the final disposition of any such Claim, provided such Claim is covered by this Policy. Any such advance shall be on the condition that:
        (1) the appropriate Deductible has been satisfied; and
        (2) any amounts advanced by the Company shall serve to reduce the Limit of Liability stated in the Declarations to the extent they are not in fact repaid; and
        (3) the Insured and the Company have agreed upon the portion of the Claims Expenses or Loss attributable to covered Claims against the Insureds; provided, however, if no agreement, the Company shall pay Costs of Defense as specified herein; and
        (4) in the event it is finally established that the Company has no liability under the Policy for such Claim, the Insured will repay the Company all Claims Expenses and/or Loss advanced by virtue of this provision.

All other policy terms and conditions shall remain the same.

PLEASE READ THIS ENDORSEMENT CAREFULLY AND COMPLETELY. THIS ENDORSEMENT CHANGES THE POLICY. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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From:	David Veloza
To:	Katherine Ennis; Sean McFarland
Cc:	Christopher Collier; Richie Angley (richie.angley@jacobs.com)
Subject:	RE: Cost Breakdown of Viera Pump Station Improvements Project (WS21VP)
Date:	Thursday, December 22, 2022 11:10:44 AM
Attachments:	image008.png image003.png image004.png

Hello everyone,

Just wanted to updated everyone that Centroid Diversified is disqualified and that we will focus on the bid from L7 ($833,700).

Below is the breakdown of how much money we will need to make up for this project, with updated numbers (New Bid Value, new 10% Contingency, and Updated project budget):

$$[(Lowest\ Bidder\ Value) + (10\%\ Contigency) + (Jacobs\ Engineering\ Services)] - [Project\ Budget] =$$

$$[(\$833{,}700) + (\$83{,}370) + (\$93{,}880)] - [\$590{,}000] = \mathbf{\$420{,}950}$$

Happy Holidays,

David Veloza, E.I
Utilities Associate Engineer
351 Shearer Blvd, Cocoa, FL 32922
Phone: (321) 433-8798
Mobile: (321) 522-8367
Email: dveloza@cocoafl.org



Stay Connected: www.CocoaFL.org

From: Katherine Ennis
Sent: Saturday, December 17, 2022 1:00 PM
To: Sean McFarland <smcfarland@cocoafl.gov>
Cc: Christopher Collier <ccollier@cocoafl.gov>; Richie Angley (richie.angley@jacobs.com) <richie.angley@jacobs.com>; David Veloza <dveloza@cocoafl.gov>
Subject: Re: Cost Breakdown of Viera Pump Station Improvements Project (WS21VP)

Agreed.

Katherine "Katie" Ennis
Deputy Director
Utilities Department

City of Cocoa
Sent from my iPhone

On Dec 17, 2022, at 11:51 AM, Sean McFarland <smcfarland@cocoafl.gov> wrote:

Ok, once we get word form Brian Dale concerning Centroid Diversified, we can plan on a path forward.
Regards,
Sean

From: Katherine Ennis
Sent: Thursday, December 15, 2022 3:07 PM
To: Sean McFarland <smcfarland@cocoafl.gov>; Christopher Collier <ccollier@cocoafl.gov>
Subject: RE: Cost Breakdown of Viera Pump Station Improvements Project (WS21VP)

Thanks. We have about $900,000 remaining in the pipe improvement project.

Katie

From: Sean McFarland <smcfarland@cocoafl.gov>
Sent: Thursday, December 15, 2022 3:03 PM
To: Katherine Ennis <kennis@cocoafl.gov>; Christopher Collier <ccollier@cocoafl.gov>
Subject: FW: Cost Breakdown of Viera Pump Station Improvements Project (WS21VP)

FYI…….

From: David Veloza
Sent: Thursday, December 15, 2022 2:54 PM
To: Sean McFarland <smcfarland@cocoafl.gov>; James Mitchell <jmitchell@cocoafl.gov>; Bryan Slingsby <bslingsby@cocoafl.gov>
Cc: Richie Angley (richie.angley@jacobs.com) <Richie.Angley@jacobs.com>
Subject: Cost Breakdown of Viera Pump Station Improvements Project (WS21VP)

Hello everyone,

Here is the cost breakdown of the current situation of the Viera Pump Station Improvements Project (WS21VP):

1. The Bids that we received:

Contractor	Bid Value
Lawrence Lee Construction Service	$890,000
L7 Construction Inc	$833,700
Centroid Diversified, LLC	$670,000

2. Project Budget: $592,016.50

3. Jacobs Services (Task Order): $93,880.00

4. All bids exceed our budget. The following will breakdown how much money we will need to make up.

   Lowest Bidder Value+10% Contigency+Jacobs Engineering Services-Project Budget=
   $670,000+$67,000+$93,880-$592,016.50=$238,863.50

5. ***Important to note that the calculations above use the value of the lowest bidder (Centroid). Brain Dale has indicated that this bidder may be disqualified since they failed to meet the requirements of the ITB.**
   If this occurs, the calculation would need to be modified using the L7 bid value. The new value would be $418,933.50

   As soon as I hear from Brain on if Centroid is disqualified or not, I will let everybody know.

Let me know if I can be of assistance in finding the extra funding for this project.

Sincerely,

David Veloza, E.I
Utilities Associate Engineer
351 Shearer Blvd, Cocoa, FL 32922
Phone: (321) 433-8798
Mobile: (321) 522-8367
Email: dveloza@cocoafl.org

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www.CocoaFL.org

RESOLUTION NO. 2023-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, at the Budget Workshop assembled on the 28th day of February, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-044-PT

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: Utilities/4055 | DATE PREPARED: 02/07/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 420,950)	424-4055-536.63-00	WS1201	INFRASTRUCTURE	$ 0	$ 0	($ 420,950)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 420,950)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 420,950	424-4055-536.63-00	WS21VP	INFRASTRUCTURE	$ 0	$ 0	$ 420,950	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 420,950	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer covers the cost of awarding the Bid No. B-23-04-COC, Viera Pump Station Chlorination Improvements, Project No. WS21VP, to L7 Construction, Inc. ($833,700). This project will update existing chlorination system and add ammonium to the Viera Pump Station. Bid amount exceeds the FY2023 budget amount ($590,000). To fund this project, along with the Bidding Phase Assistance and Services During Construction ($93,800) from Jacobs, and any potential change orders($83,370; the additional 10% contingency), this transfer from WS1201 will be made. Agenda item # 23-98.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 02/28/23 *RESOLUTION #:* 2023-016

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

2/8/23	David Veloza — Digitally signed by David Veloza Date: 2023.02.08 10:20:28 -05'00'	2/9/23	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2023.02.09 15:33:45 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh — Digitally signed by John "Jack" Walsh Date: 2023.02.08 13:20:32 -05'00'	2/16/23	Lora Howell — Digitally signed by Lora Howell Date: 2023.02.16 10:38:16 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	23-79	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Multi-Year Contract
File created:	1/27/2023			**In control:**	City Council
On agenda:	2/28/2023			**Final action:**	

Title: Approve the Participation in a Multi-Year Cooperative Purchase Agreement with Trane of Maitland, Florida to Maintain and Provide Repair Services for the HVAC Systems the Dyal WTP Operates Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 with an Option to Renew the Contract for One (1) Additional Five (5) Year Period; To Authorize the City Manager to Execute the Service Agreement/Contract, Amendments, and Purchase Orders for each Fiscal Year. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Trane COI exp. 4.17.23.pdf
Trane_AWL_2022_09_01.pdf
OMNIA Partners 2022 - Trane Central Florida Labor Rates.pdf
RC2022-1001_HVAC_Racine_Solicitation_final_2022_6_15_with_attachments.pdf
3341_Trane_HVAC_EXS_2022_09_02.pdf
3341_TRANE_MAD_HVAC_2022_09_01_.pdf
3341-Trane Authorization Memo.pdf
Dyal Water Treatment Plant - Trane HVAC Scheduled SA 2023 (OMNIA Partners)_BD - KNE Edits

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 27, 2023
Agenda Date: February 28, 2023
Prepared By: Sean B. McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Participation in a Multi-Year Cooperative Purchase Agreement with Trane of Maitland, Florida to Maintain and Provide Repair Services for the HVAC Systems the Dyal WTP Operates Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 with an Option to Renew the Contract for One (1) Additional Five (5) Year Period; To Authorize the City Manager to Execute the Service Agreement/Contract, Amendments, and Purchase Orders for each Fiscal Year.

BACKGROUND:

The Dyal WTP owns and maintains a combination of HVAC equipment located within various facilities consisting of air handlers, compressors, and chiller systems. Properly maintaining the HVAC

equipment is necessary to protect water treatment process equipment and to maintain climate control within buildings occupied by city staff.

Trane Heating, Ventilation, & Air Conditioning (HVAC) has been standardized as the authorized HVAC equipment contractor due to Trane's proprietary building automation software system (Tracer Summit) that supports the required programming, service and repairs to the existing Trane HVAC equipment.

The FY23 budget for the Dyal WTP HVAC inspection and repair services, was established based on historical annual maintenance and repair expenditures. Staff intends to encumber the full amount of the service contract quoted by Trane for each fiscal year adding an additional $20,000.00 for any required HVAC repairs per the Central Florida labor rates as outlined in the Omnia Partners/Trane contract.

The table below indicates the yearly service contract cost and the total requested (contract cost + $20,000) for the next 5 years:

Fiscal Year	Inspections	Service and Repair	Total Requested
2023	$40,716.00	$20,000.00	$60,716.00
2024	$49,812.00	$20,000.00	$69,812.00
2025	$51,804.00	$20,000.00	$71,804.00
2026	$53,876.00	$20,000.00	$73,876.00
2027	$56,032.00	$20,000.00	$76,032.00

The City of Cocoa Purchasing Department has reviewed Omnia Partners contract 3341 with Trane US Inc. where Racine County, WI is the lead agency and has confirmed that the terms are acceptable for departmental use through August 31, 2027 unless extended.

Staff recommends approval of a multi-year cooperative purchase agreement with Trane of Maitland, Florida, in the amounts requested above subject annual budget approval to provide annual maintenance and associated repairs for the Dyal WTP HVAC equipment utilizing the Racine County, Wisconsin Omnia Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 and an option to renew the contract for one (1) additional five (5) year period. Staff also recommends Council authorize the City Manager to execute the service agreement/contract and purchase orders for each fiscal year.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$60,716.00 (FY23)

	$352,240.00 (duration of contract)
Account Number	421-4020-536.34-00
Account Name	Contract Services
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve the Participation in a Multi-Year Cooperative Purchase Agreement with Trane of Maitland, Florida to Maintain and Provide Repair Services for the HVAC Systems the Dyal WTP Operates Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 with an Option to Renew the Contract for One (1) Additional Five (5) Year Period; To Authorize the City Manager to Execute the Service Agreement/Contract, Amendments, and Purchase Orders for each Fiscal Year.

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Racine County
WISCONSIN

Duane McKinney
Purchasing Coordinator
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763
duane.mckinney@racinecounty.com

August 4, 2022

Mr. Greg Spencer
Trane U.S. Inc.
800 Beaty Street
Davidson, NC 28036-6924

Dear Mr. Spencer:

On behalf of Racine County, I would like to formally congratulate Trane U.S. Inc. on being selected to provide HVAC Products, Installation, Labor Based Solutions and Related Product and Services for Racine County and other municipal governments and local public agencies.

Racine County is in the process of preparing a contract to be signed by the required representatives of Racine County and Trane U.S. Inc. Shortly, a draft contract will be forwarded for your review. Upon completion, the final contract will be forwarded for your signature.

Again, congratulations on the award.

If you have any questions, please feel free to contact me at (262) 636-3700.

Sincerely,

Duane McKinney

Duane McKinney
Purchasing Manager

Florida - Central (Zone 42, H3)		Hourly Rate 7/1/2022		
Item	Labor Classification	Normal Business Hours	Overtime	Holiday
1	Architect	$ 317.07	$ 475.60	$ 634.14
2	Asbestos worker	$ -	$ -	$ -
3	Boilermaker	$ 225.48	$ 338.21	$ 450.95
4	Concrete finishers	$ 126.83	$ 190.24	$ 253.66
5	Delivery personnel	$ 77.51	$ 116.27	$ 155.02
6	Drafting	$ 105.69	$ 158.53	$ 211.38
7	Drywall and ceiling installers	$ 105.69	$ 158.53	$ 211.38
8	Electricians	$ 246.61	$ 369.92	$ 493.23
9	Engineering design	$ 246.61	$ 369.92	$ 493.23
10	Geothermal well field labor	$ 162.06	$ 243.09	$ 324.12
11	Heavy equipment operators	$ 176.15	$ 264.22	$ 352.29
12	HVAC commercial A/C technician	$ 161.99	$ 242.98	$ 323.97
13	HVAC light commercial	$ 133.87	$ 200.80	$ 267.74
14	HVAC helper	$ 126.83	$ 190.24	$ 253.66
15	HVAC field supervisor	$ 176.15	$ 264.22	$ 352.29
16	HVAC refrigeration technician	$ 155.01	$ 232.51	$ 310.01
17	HVAC duct installer	$ 155.01	$ 232.51	$ 310.01
18	HVAC filter technician	$ 119.79	$ 179.68	$ 239.57
19	HVAC building automation technician	$ 181.43	$ 272.14	$ 362.85
20	Infrared technician	$ 211.38	$ 317.07	$ 422.76
21	Insulators	$ 162.06	$ 243.09	$ 324.12
22	Laborers	$ 77.51	$ 116.27	$ 155.02
23	Light equipment operators	$ 105.69	$ 158.53	$ 211.38
24	Metal building assembler	$ 126.83	$ 190.24	$ 253.66
25	Millwrights	$ 126.83	$ 190.24	$ 253.66
26	Operating engineer	$ 126.83	$ 190.24	$ 253.66
27	Painters, wall covering installers	$ 140.92	$ 211.39	$ 281.85
28	Pipefitters	$ 183.20	$ 274.80	$ 366.40
29	Plasterers	$ 112.73	$ 169.10	$ 225.46
30	Plumbers	$ 183.20	$ 274.80	$ 366.40
31	Project manager	$ 183.20	$ 274.80	$ 366.40
32	Project administrator	$ 133.87	$ 200.80	$ 267.74
33	Project engineering	$ 176.15	$ 264.22	$ 352.29
34	Roofers	$ 133.87	$ 200.80	$ 267.74
35	Sheet metal workers	$ 155.01	$ 232.51	$ 310.01
36	Test and balance technician	$ 211.38	$ 317.07	$ 422.76
37	Tile setters	$ 133.87	$ 200.80	$ 267.74
38	Water Proofers, caulkers	$ 105.69	$ 158.53	$ 211.38
39	Water treatment technician	$ 155.01	$ 232.51	$ 310.01
	Additional labor categories:			
1	Bricklayers; Masons	$ 112.73	$ 169.10	$ 225.46
2	Carpenter /Case worker	$ 126.83	$ 190.24	$ 253.66
3	Carpet Layers/Floor Installers	$ 126.83	$ 190.24	$ 253.66
4	Data Comm/Telecom Installer	$ 176.15	$ 264.22	$ 352.29
5	Elevator Mechanics	$ 260.70	$ 391.05	$ 521.39
6	Glaziers	$ 133.87	$ 200.80	$ 267.74
7	Ironworkers	$ 133.87	$ 200.80	$ 267.74
8	Lathers	$ 133.87	$ 200.80	$ 267.74
9	Sprinkler Fitters	$ 176.15	$ 264.22	$ 352.29
10	Terrazzo Workers	$ 133.87	$ 200.80	$ 267.74
11	Energy Engineer	$ 200.86	$ 301.30	$ 401.73
12	MISC MATERIAL MARGIN	28.50%	28.50%	28.50%

Purchasing
730 Wisconsin Avenue
Racine WI 53403
262-636-3700
Duane.McKinney@racinecounty.com

June 15, 2022

Dear Prospective Bidder:

You are invited to submit a bid to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services for Racine County and other municipal governments and local public agencies. A copy of this solicitation is available for download at: https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids. Submitted bids are due on or before 1:00 p.m. CST on Thursday July 21, 2022, you must submit electronically online using the DemandStar application at www.DemandStar.com. Late bids will not be accepted.

Bids must be submitted electronically online using the DemandStar application at www.DemandStar.com. The terms 'Firms', 'Suppliers', 'Contractors', 'Offeror', 'Vendor', 'Respondent', and/or 'Bidder' may be used interchangeably.

General questions regarding this solicitation should be directed to Duane McKinney at (262) 636-3700 or via email at Duane.McKinney@racinecounty.com.

Technical questions should be submitted via email to Duane McKinney, Purchasing Manager, at Duane.McKinney@racinecounty.com.

No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. No contact from a vendor to any Racine County employee or elected official should be made during this process unless authorized by Racine County Finance Department.-Purchasing Division.

If your firm chooses not to submit a response for this procurement, please complete Attachment E – No Bid Form.

RACINE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS; TO WAIVE ANY TECHNICALITY OR ERROR IN ANY BID OR PART THEREIN, AND TO ACCEPT THE SAME OR COMBINATIONS, IN WHOLE OR IN PART, WHICHEVER IS DEEMED TO BE IN THE BEST INTEREST OF RACINE COUNTY IN ITS SOLE AND EXCLUSIVE DISCRETION.

Sincerely,

Duane McKinney
Racine County Purchasing Manager

Encl: Bid Package

INVITATION FOR BID
IFB # RC2022-1001

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

I. PROJECT OVERVIEW

Racine County is accepting bids for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. The Master Agreement will allow government agencies to purchase the products and services defined herein, in indefinite quantities on an as-needed basis. Participating Public Agencies may have different requirements and they may choose to sign supplemental agreements with the Awarded Bidder(s) to conform to their purchasing and contracting requirements.

A. STEP-ONE

For the first step of the bidding process, Bidders will submit their sealed bid with all requested information, to include Certification of Vendor, and Attachment C – Bid Form by the due date and time outlined in this IFB. After the due date and time, all Bids will be reviewed to determine if they are responsive, responsible, and meet the minimum requirements. Each Bidder determined to be responsive, responsible, and qualified shall be deemed to be a "Responsible Bidder".

B. STEP-TWO

For the second step of the bidding process, Racine County will distribute to each Responsible Bidder the Sample Project Forms, which have already been prepared and are actual (hypothetical) projects. When completing the Sample Project Form, Responsible Bidders are required to USE THE SAME LINE ITEM PRICING from Attachment C – Bid Form and apply them to the Sample Projects Forms to be supplied upon identification of a Responsible Bidder(s) in the first step; a reduction in price for the sample projects outlined in a Responsible Bidder's Sample Project Form will not be allowable. The final basis for award to the lowest responsible Bidder(s) will result from the lowest total dollar amount of the combined sample projects.

II. INSTRUCTION TO BIDDERS

A. SCHEDULE

Issuance of Bid:	Wednesday June 15, 2022
Virtual Only Non-Mandatory Pre-Bid Meeting:	Wednesday June 29 at 10am (CST), 2022
Deadline for Bidder Questions:	Wednesday June 29, 2022 by 5pm (CST)
Addendum/Questions Answered for Solicitation:	Wednesday July 6, 2022
Bid Due Date:	Thursday July 21, 2022 by 1pm (CST)

B. BIDDER'S QUESTIONS

Bidders are reminded to **carefully** examine the bid packet and specifications upon receipt. If the Bidder does not fully understand the Invitation for Bid (IFB) or is in doubt as to the County's ideas or intentions concerning any portion of the IFB, any/all questions shall be submitted in writing to Duane McKinney, Purchasing Manager by 5:00 p.m. on Wednesday June 29, 2022, either by fax or e-mail for interpretation or correction of any printed material:

Fax: 262-636-3763
E-mail: Duane.McKinney@racinecounty.com

No verbal explanation or instructions will be given in regard to the meaning of the specifications during the response period. If necessary, in Racine County's sole discretion, answers to questions will be provided to all specification holders in the form of an addendum. Any addendum will include a list of each question received and Racine County's response as of the date of the addendum.

C. ADDENDA

Any changes made to the Invitation to Bid after posting will be issued via addenda to all prospective bidders and if necessary, an extension will be made to the Bid Due Date. The original Invitation to Bid and any addenda will be posted to the Racine County Website https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids. Bidders are responsible for checking this website for any future addenda prior to the opening date. All addenda must be signed and returned with your submitted bid as specified in the addenda. Bidders who do not return the addenda may have their bids rejected.

If a vendor receives a bid packet from any source or entity other than the Racine County Purchasing Department, the Bidder is responsible for contacting the Racine County Purchasing Department and requesting the firm's name be put on the response list for the project. Failure to do so in no way obligates the County to send out addendum or other information concerning this request to the firm.

D. VIRTUAL ONLY NON-MANDATORY PRE-BID MEETING

A non-mandatory (virtual only) pre-bid meeting will be held on Wednesday June 29, 2022 at 10am local time held by phone. Due to COVID, Bidders should register for the meeting by Tuesday June 28, 2022 with Duane via above email or (262) 636-3700, to obtain the dial in information.

While non-mandatory, it is strongly encouraged for Bidders to attend the pre-bid meeting. Oral statements or discussions during the pre-bid meeting will not be binding. Any questions should be submitted in writing per item B. of this Section. Changes, if any, will only be made in writing via Addenda as described in item C. Addenda.

The purpose of this meeting will be to clarify the contents of this IFB in order to prevent any misunderstandings of the IFB. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to Racine County at this

conference. Racine County will then determine the appropriate action necessary, if any, and may issue a written addendum to the IFB. Oral statements or instructions will not constitute an addendum to this IFB. No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. Contact to any Racine County employee or elected official regarding this IFB during this process is prohibited unless authorized by the Racine County Purchasing Manager.

E. METHOD OF BID

Bidders must submit their bids using the Bid Form documents attached to this IFB and incorporated herein as Attachment C and shall submit all other information and materials required by this IFB. Bids written in pencil or in a format other than the attached forms will be rejected. Erasures or corrections of mistakes on forms submitted shall be initialed or signed by Bidder. Failure to meet any requirements listed in this solicitation document may be cause for disqualification of the bid.

Any information considered to be proprietary by a Bidder must be plainly marked as such and may not include pricing. Racine County makes no warranty or representation as to the application of the Wisconsin Public Records Law (Wis. Stat. § 19.31, et seq.)(the "WPRL") to any documents and information submitted in response to this IFB. Each copy of the response shall include the Certification of Vendor page and acknowledgement of addendum(s) **if any**. A legally authorized representative of the Bidder will sign the Certification of Vendor page.

F. INCURRING COSTS

Racine County shall not be liable for any costs incurred in replying to this IFB.

G. ADDITIONAL DATA WITH BID

Bidders may include any additional information deemed advantageous to Racine County. Consideration of additional data and information is to be held optional to Racine County however if an award is made, it will be awarded as outlined in Section D Award under Part V. Award Information.

H. DUE DATE

You must submit electronically online using the DemandStar application at www.DemandStar.com of your bid is to be received by **1:00 p.m. (CST) Thursday July 21, 2022,** in the offices of the Racine County Purchasing Division. Bids received after 1:00 p.m. central time as dictated by www.time.gov shall be considered late and will not be accepted. Late bids will not be accepted. Faxes will not be accepted.

Any Bid received by the County after this date and time will not be accepted. Bidders are responsible for ensuring that the above office receives its Bid before the deadline. All Bids will be reviewed and evaluated as described in Part V. Award Information

I. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or electronic request received from Bidder prior to time and date fixed for bid opening if the bid contains a mistake, omission, or error. Subject to Wis. Stat. § 66.0901(5), negligence on the part of the Bidder in preparing their bid confers no right for withdrawal of the bid after it has been opened. Bids that are withdrawn prior to the time and date set for bid opening with be returned unopened and the Bidder may not re-submit a bid to this solicitation unless no contract is awarded under this IFB and the IFB is re-advertised.

J. AMENDMENTS TO BIDS

Subject and pursuant to Wis. Stat. § 66.0901(5), each Bidder will be allowed a period of forty-eight (48) hours after the time and date set for receipt of responses to notify the County in writing of a material mistake in the bid. However, no changes to the line item prices in Bid Form, included as part of this bid, are permitted after sealed bids are accepted by the due date and time outlined in this IFB. Failure of Bidder to notify the County in the manner and within the time limit specified above will constitute a waiver by the Bidder of all rights and remedies relative to a material mistake.

Formal bid amendments thereto or requests for withdrawal of bid received by Racine County after time specified for opening will not be considered.

K. BIDS BINDING 90 DAYS

Unless otherwise specified, all formal responses submitted shall be binding for ninety (90) calendar days following the bid opening date.

II. TERMS AND CONDITIONS

A. GENERAL TERMS AND CONDITIONS

The successful Bidder(s) (the "Contractor") agrees to all of Racine County's General Terms and Conditions located at https://racinecounty.com/home/showdocument?id=11726 and incorporated by reference herein.

B. INSURANCE

1. Requirement

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

2. Minimum Limits of Insurance

Each vendor shall obtain insurance at the following minimum limits:

- General Liability

- $1,000,000 each occurrence
- $1,000,000 personal and advertising injury
- $2,000,000 general aggregate
- $2,000,000 products and completed operations aggregate

- Umbrella Liability Insurance on a following form basis
  - $4,000,000 each occurrence
  - $4,000,000 aggregate
  - Any combination of underlying coverage and umbrella equaling $5,000,000 shall be acceptable.
- Workers Compensation Statutory Limits plus:
  - $100,000 E.L. Each Accident
  - $100,000 E.L. Disease Each Employee
  - $500,000 E.L. Disease Policy Limit

The following applies to all policies:

- The county is named as an additional insured on the general liability, automobile, and umbrella policies.
- All insurance must be placed with an insurance company with a minimum AM Best Rating of A- VII
- The insurers shall agree under each required policy of insurance to waive all rights of subrogation against the insured parties for losses arising from work performed by the Contractor for Racine County.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

3. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Racine County so that the County may ensure the financial solvency of the Contractor. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, and Umbrella/Excess Insurance

a. Additional Insured Requirement. Racine County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the

Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

b. Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

c. Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

d. Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.

e. Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

5. Workers’ Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Racine County, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Racine County.

6. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Racine County.

7. All Coverages

1. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Racine County Courthouse, Purchasing Department, 730 Wisconsin Avenue, Racine WI 53403. The County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Wisconsin law.

2. Acceptability.

   The insurance to be maintained by Contractor must be issued by a company licensed or approved to transact business in the State of Wisconsin. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Racine County. All policies shall be subject to approval by the Racine County Corporation Counsel as to form and content.

3. Failure of Insurers.

   The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

8. Verification of Coverage

   Prior to execution of the contract, Contractor shall furnish Racine County with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to the County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates shall reference the contract and provide for thirty (30) days advance notice of cancellation or non-renewal during the term of the contract. Racine County reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

9. Subcontractors

   Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds. The Contractor shall not allow any subcontractor to commence work until the aforementioned requirements are met.

C. USE OF PREMISES

The Successful Bidder(s), also referred to as Contractor, shall confine their equipment, the storage of materials and the operations of their work persons to the limits of the work area or in accordance with the directions of the County, laws, ordinances and permits, and shall not unreasonably encumber the premises with their materials. All construction materials, shelter, vehicle parking and storage shall be confined to site. Locations of such storage shall be approved in advance by the County.

The Contractor is responsible for any damage done to the building structure, existing hallways, doors etc., that is not part of the scope of work and was damaged during the construction period by the Contractor.

The County shall have the right to use or occupy the premises and use the whole or any part of the work area as is possible without interference with the work prior to its final acceptance. Such use is not to be taken as an acceptance by the County of the whole or any part of the work performed under this contract.

The Contractor is responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations in connection with the prosecution of the work without additional expense. The Contractor is similarly responsible for all damages to persons or property that occurs because of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor is also responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction previously accepted.

D. LIEN WAIVERS

If Contractor requires multiple payments, all requests will be only for work completed at date of application. Lien Waivers will be provided.

All necessary lien waivers are required with each request for payment. Lien waivers for first pay request total may be submitted at time of second pay request only if approved by Owner. Accurate sequencing henceforth will be followed. Final lien waivers will be processed and ready for distribution to Owner prior to final payment being processed.

All Lien waivers will contain the following language, clearly typed:

> "Except for retainage, if applicable, there are no outstanding Claims made against the Owner and/or its lenders and guarantors, or the Project, in connection with the work performed in the construction of the Project through the Period Date, except as set forth in Exhibit A attached hereto, if any, and no such claims set forth on Exhibit A have been included in the Application for Payment dated as of the Application Date."

E. BONDS

1. PERFORMANCE & PAYMENT BONDS
   When required by the Participating Public Agency, the Contractor shall furnish a Performance Bond and Labor and Materials Payment Bond covering the faithful performance of the contract and the payment of all obligations arising there under and complying with the requirements of Wisconsin's law or the applicable state of the Participating Public Agency. Both bonds shall be in the amount of one hundred percent (100%) of the contract amount and shall name the Participating Public Agency as an oblige. Companies issuing bonds must be licensed to write bonds in the state of the Participating Public Agency. The Contractor shall pay premiums for required bonds. Obtaining of bonds by the Contractor shall be a condition precedent to effectuation of the Master Agreement between the Participating Public Agency and Contractor. If additional work is authorized, the amount of the bonds shall be increased to cover the value of the increased contract sum.

F. PERMITS, CODES AND ORDINANCES

Contractor shall, at his own expense, obtain all necessary permits and licenses and comply with municipal and State laws, ordinances, and regulations.

Should any change in the plan and scope of work be required to conform to law and /or ordinances, Contractor shall notify the County before submitting his quote. After entering a contract, the Contractor shall be held to complete all work necessary to meet the above local requirements without extra expense to the County.

G. STANDARDS AND JOB SITE SAFETY

Contractor shall perform all work in accordance with the best present-day practices and conform and test in accordance with the applicable sections of the latest revisions of the codes and standards listed in the scope of work. In the event of a conflict between the referenced codes, standards, scope of work and plans, the one establishing the most stringent requirement will be followed.

Contractor shall be totally responsible for initiating, instituting, enforcing, maintaining, and supervising all safety precautions and job site safety programs in connection with the work. The Contractor shall take all reasonable precautions for the safety of all its employees and all other persons who may be on the job site. In that regard, Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules and regulations and order of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain as required by existing conditions and the progress of the work, all reasonable safeguards for safety and protection, including posting of danger signs and other warnings against hazard, promulgating safety regulations and notifying owners and users of adjacent utilities. County does require that Contractor comply, at a minimum, with the safety regulations of County as set out in the scope of work for this contract, to protect County's employees who may be on the job site.

Enactment of safety precautions and regulations; placement and provision of safety material, barricades, etc.; and use or provision of all required safety equipment shall be the sole responsibility of the Contractor whose employees or subcontractors are exposed to the applicable hazard or whose work endangers surrounding persons, property, equipment, contractors, etc.

H. INSPECTION/CLOSE OUT PROCEDURES

All materials used and all work completed by the Contractor shall be always subject to the examination, observation, and approval of the County.

At their discretion, the County shall have the authority to suspend work that does not comply with plans and scope of work and reject non-complying work and materials provided, however, that the failure of such inspector to reject non-complying work and material shall not constitute a waiver by the County of any rights of the County.

For final acceptance, the County shall inspect the work included in the contract as soon as practical after notification by the Contractor that such work has, in their opinion, been completed and final cleanup has been performed. Should the inspection disclose any

work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of the same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

I. BIDDER SUPPLIED DOCUMENTATION AND MATERIALS; CONFIDENTIALITY

All Bidder-supplied materials, including the Bidder's Bid, become the property of Racine County.

Bidder acknowledges that Racine County is an "authority" for the purposes of the WPRL. Any information obtained by Racine County is considered public records and will be subject to disclosure under the WPRL, except for information falling within one of the exemptions therefrom. Racine County is required to and shall comply with the WPRL in relation to any records, documents and information related to its dealings and relationship with the Bidder. Nothing in the Master Agreement shall be deemed or construed as a limitation on Racine County's discretion relating to compliance with the WPRL or other applicable law.

Notwithstanding the foregoing, if any of the material a Bidder provides is confidential or is a proprietary trade secret, Bidder may mark that material with a "Confidential" stamp. While Racine County will attempt to keep such information confidential, as an authority, it cannot guaranty that it will remain confidential. Racine County will endeavor to inform Bidders of a public records request to view or obtain such information. Any Bidder may contest such a request at its sole expense. Racine County assumes no responsibility for any liability whatsoever in relation to its compliance with the WPRL.

J. AFFIRMATIVE ACTION; NON-DISCRIMINATION

Racine County is committed to fulfilling its role as an Affirmative Action/Equal Opportunity Employer. We request your vigorous support of our Affirmative Action efforts. Our relationship with your agency is based upon your willingness to accept and comply with Executive Order 11246, as amended, and other federal laws requiring equal employment opportunity without regard to race, religion, color, national origin, sex, disability or veteran status. By signing the Certification of Vendor, you indicate your acceptance and compliance.

In connection with the performance of work awarded under this IFB, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5)(a), sexual orientation as provided in Wis. Stat. § 111.36, national origin, or military service as provided in Wis. Stat. § 111.355(1). This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wis. Stat. § 16.765 (2)).

K. NATIONAL CONTRACT

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Pubic Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment D – National Cooperative Contract, or as otherwise agreed to. Attachment D – National Cooperative Contract contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education, and the private sector. With corporate, pricing and sales commitments from the Vendor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment D).

While no minimum volume is guaranteed to the awarded Contractor(s), the estimated annual volume of HVAC Products, Installation, Labor Based Solutions, and Related Products and Services purchased under the Master Agreement through OMNIA Partners is approximately $500M. This projection is based on the current annual volumes among the Racine County and other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and

volume growth into other Public Agencies through a coordinated marketing approach between the awarded Bidder(s) and OMNIA Partners.

The successful Bidder(s) will be required to sign Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, Exhibit B – Administration Agreement. Contractors should have any reviews required to sign the document prior to submitting a response.

Notwithstanding the foregoing, Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.

III. HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

The requirements identified in this section represent the products and services currently being used and are the basis for the resulting contract. The following specifications are minimum acceptable requirements. Bid specifications may not be revised without an official written addendum issued by the Purchasing Coordinator.

A. DESCRIPTION OF WORK

The expected outcome of this IFB is to enter into a contractual relationship with a business partner(s) who will provide a comprehensive selection of HVAC products and solutions, including complete turn-key services. Vendors are to provide a broad selection of HVAC EQUIPMENT, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES. The intent of this IFB is to provide Participating Public Agencies with products, services and turn-key solutions to meet their various needs. Therefore, the Vendors should have demonstrated experience in providing similar Products and Services as defined in this solicitation, including but not limited to:

1. HVAC Equipment and Products: This includes, but is not limited to, all commercial equipment such as chillers: air-cooled chillers, water-cooled chillers, compressor chillers, ancillary chiller water plant equipment and absorption liquid chillers; unitary systems that combine heating, cooling and fan sections: rooftop systems, split systems, self-contained systems and water source heat pumps; air handling systems: performance air handlers, blower coil air handlers, make-up air gas heating systems, air handler options and air cleaning options; terminal devices: unit heaters, unit ventilators, fan coil units, ventilation fans and variable air volume; ductless variable refrigerant volume units; dedicated outdoor air systems; replacement coils; automation equipment; parts and aftermarket products and any other HVAC products offered by Bidder.

2. Installation and Services: This includes, but is not limited to, any installation of new equipment, maintenance of existing systems, upgrading of existing infrastructure, turn-key services and any other installation and services offered by Bidder.

3. Related Products, Solutions, and Other Services: This includes, but is not limited to, new, and/or retrofitting older products and solutions, HVAC equipment controls, ancillary services, thermostats, sensors, energy programs, design and analysis tools, commissioning, building management and/or certifications, enterprise management, rental and lease services, financial services, training and/or educational services, municipal services, and any other

related products and services offered by Bidder.

B. TERM

The term of the Master Agreement will be for five (5) years following the contract award date with the option to review for one (1) additional five (5) year period. The anticipated full term of the contract is ten (10) years. The awarded Bidder(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) subject to the discretion of the Participating Public Agency. Any job orders, project agreements, or maintenance agreements executed against the Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

Racine County may terminate the Master Agreement without penalty due to the non-appropriation of funds, or for cause or convenience in accordance with the procedures set forth in the Master Agreement.

Participating Agencies commonly require a modification to a term of the Contract (e.g., governing law). The awarded Bidder and Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Contract.

C. PRICING

Labor rates should be based on regional and national rates. The Awarded Bidder may submit requests for labor rate increases on an annual basis, sixty (60) days prior to the anniversary contract date. Price increase requests are not automatic and must be approved by Racine County. The request for a change in the rate outside of the anniversary contract date shall include: (1) the cause for the adjustment and (2) the amount of the change requested with documentation to support the requested adjustment (i.e.: appropriate Bureau of Labor Statistics index).

The pricing structure, or percent discount for product pricing should remain fixed for the term of the contract.

The Awarded Bidder agrees to offer all future product and service introductions at similar pricing as that offered through this solicitation and contract.

D. ALTERNATIVE COSTING METHOD

If a project requires products and services that are not covered on the Bid Form or if a product or service is required that is more appropriate to be custom designed and manufactured to meet an individual project site's conditions and/or provided for a unique application or project, the Contractor may use the alternative costing method as follows:

The Contractor will be required to:

Obtain three (3) written cost proposals from local providers:

- Use the most advantageous cost proposals;
- Apply the discount as submitted on the Response Form; and
- All products and services falling under this category must be submitted in advance and approved by the Participating Public Agency prior to being included in any quote or proposal from the Contractor.

E. PRICE LIST FOR ADDITIONAL PRODUCTS

The intent is to enter into a Master Agreement for a complete line of HVAC products, installation, labor based solutions, and related products and services. Therefore, in addition to specific line items listed on the pricing schedules, Bidders are encouraged to provide Manufacturer's Price Lists for additional related products including green products as well as current catalogs and price lists. Bidders shall attach to the Bid Form one (1) copy of one (1) price list or retail price sheet, clearly marking the column to which the discount is applied for each item listed. Manufacturer's Price Lists shall be the currently published National Standard Manufacturer's Price Lists. The Bidder's Retail Price Sheets shall be the current Price Sheet at the time of bid submission. Bidders shall quote the percentage of discount from the Manufacturer's Price List or Retail Price Sheet cited above and shall furnish a copy of same with the bid submission. Discounts must be stated as a single percentage. FAILURE TO PROVIDE THE MANUFACTURER'S PRICE LIST OR RETAIL PRICE SHEET MAY BE CAUSE FOR REJECTION OF THE BID. When award is made, current catalogs and price lists provided by the Bidder shall become a part of the contract. The Bidder's name and address shall appear on all catalogs and price lists. Where the price list shows more than one (1) column of prices, Bidder shall clearly mark the column which represents its bid. If a fee or charge is to be made, it should be indicated on the Bid Form.

F. SPECIAL OFFERS AND PROMOTIONS

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

IV. BID SUBMITTAL INSTRUCTIONS

To adequately review bids uniformly and objectively, all bids should be submitted according to the format detailed below. The bid should be prepared simply and economically, providing straightforward and concise information as requested. Use of existing materials, brochures and other standard preprinted materials containing information responsive to the requests in the solicitation, if available, are encouraged as a method to reduce your response time. However, unnecessary elaborate brochures or other presentations beyond that required to present a complete and effective bid are not desired. Racine County reserves the right to reject any bid not properly formatted.

A. CERTIFICATION OF VENDOR PAGE
Place this page on top of the original and each copy of your complete bid. See page 23.

B. TABLE OF CONTENTS
Include clear identification of the material to be used.

C. EXECUTIVE SUMMARY
Limit to one or two pages. Briefly state the Bidder's understanding of the service to be provided and a positive commitment to perform the services as defined in the IFB.

D. RESPONSIBLE BIDDER
Failure of Bidder to provide the required information, may result in a determination that Bidder is a non-responsive bidder. If Bidder does not adequately demonstrate the minimum qualifications, as outlined throughout this section, Bidder may be deemed not qualified and responsible. Bidders must demonstrate that they have the resources and capability to provide the materials and services described herein. The following minimum criteria shall be met to be eligible for this contract:

- Bidders shall demonstrate that they are financially stable;
- Bidder shall have been in business providing similar service for at least the last three (3) years;
- Bidders should have the capability of providing a combination of products, services, consulting, or other labor-based solutions to accommodate the range of products and services utilized by Participating Public Agencies; and
- Bidders shall be properly licensed and incorporated to do business in the State of Wisconsin.

Racine County reserves the right to make such additional investigations as it deems necessary to verify a Bidder submitting a bid is qualified and responsible to include investigating Bidder's past work with Racine County and Racine County employees.

In addition to the pricing and certification information indicated under item D. Award under V. Award Information, Bidders will submit the following items with their bid:

1. Include a detailed response to Attachment D, Exhibit A, OMNIA Partners Response for National Cooperative contract, to show proof of organizational capacity, equipment, and technical competency.
    a. Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.
    b. The lowest responsible Bidder(s) will be required to sign Attachment D, Exhibit B, OMNIA Partners Administration Agreement.
    c. If applicable, provide a sample of additional agreements that Participating Public Agencies may be asked to sign.
2. Provide proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.
3. Provide business license and applicable information that Bidder can do business in the State of Wisconsin. List the states where other business or contractor licenses are held.
4. Proof of insurance.

5. Describe Bidder's bonding capacity and capability of securing high dollar Performance Bonds.
6. A completed and signed W-9 Request for Taxpayer Identification Number and Certification form.
7. Furnish background of Bidder, including such information as size of the firm, legal status (corporation or partnership, etc.) lines of business, management and technical expertise, financial position, and years in business. Include any unique approaches or techniques developed and used by the firm.
8. Provide a minimum of three (3) comparable references of current work being performed. Information shall include name, phone number, fax number and email address of a person that may be contacted. Ideally, at least two (2) references will be with a government facility of similar size. Also include a brief description of the projects. Bidder's may use the Reference sheets enclosed in this IFB.
9. To further demonstrate similar experience and provide proof of performance:
    a. Include a detailed description of the Services Bidder can perform, including training, start-up and commissioning services, installation, maintenance, turn-key services, project approach to Indoor Environmental Quality (IEQ), repair services, rentals, leases, equipment upgrades, and any other services provided by the Bidder.
        - Identify the manufacturer products/brands the Bidder can service and support.
        - Stipulate the minimum work crew that will be made available at all times, ensuring timely and effective project completion. A project foreman, fluent in English, must be onsite during all construction activities and have authority to act on behalf of the Bidder. Each site work crew must have at least one journeyman assigned.
        - Describe how Bidder selects sub-contractors for service and/or installation and how Bidder ensures customer satisfaction related to the sub-contractors.
        - Describe Bidder's company's process for submitting a test and balance report for each piece of equipment installed, including items that will be covered in the test and balance report.
        - Describe Bidder's company's process for delivering a comprehensive commission plan at least two (2) weeks prior to start-up, including details of what will be covered in the plan.
        - Describe Bidder's company's scope of work for preventative maintenance work.
        - Describe and define all scenarios in which additional charges would apply outside of routine preventive maintenance.
        - Describe Bidder's methodologies for assisting Participating Public Agencies with recommendations on repairs and upgrades from defining the repair/upgrade through the completion of work.
        - Describe Bidder's firm's process for notifying a Participating Public Agency when personnel are going to be in a facility, arrival and departure time and the work performed. How does Bidder handle requirements for sign-off of work prior to leaving a facility?
    b. Describe Bidder's ability to provide temporary cooling/chiller units.
    c. Describe in detail the depth of product and services Bidder provides and any related products or services being offered. Include:

- A description of the Products, including all related components and parts to be provided by the major product category.
- A catalog or brochure type information as applicable.
- A matrix breaking out product information on all products, options, accessories such as product type, capacity range, standard warranty information, extended warranty information, estimated lead time/delivery time, etc.
- All necessary technical information relating to operation of equipment and systems, along with list of spare parts recommended by manufacturers with part numbers needed to maintain and efficiently run the systems and equipment.

d. Describe Bidder's record keeping and processing system for work performed. Include:
   - Bidder's ability to provide online access to records.
   - State any options for expediting delivery of product.
   - State backorder policy. Does Bidder fill or kill order and require Participating Public Agency to reorder if item is backordered?
   - State restocking procedures for returning products, if applicable.
   - Describe any special programs offered that will improve customers' ability to access Products and Services, on-time delivery, or other innovative strategies.
   - Describe the capacity of Bidder to broaden the scope of the contract and keep the product and service offerings current and ensure the latest products, standards and technology for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.
   - Describe your Bidder's safety policy and/or program, including how the policy is communicated to employees, whether the employees are evaluated on safety, and if any employees are dedicated to safety.
   - Describe Bidder's quality control processes.
   - Describe Bidder's problem escalation process.
   - Describe how customer complaints are measured and categorized. What processes are in place to know that a problem has been resolved?
   - Describe Bidder's post-installation support and warranty specifics. Include both product and installation warranty information.
   - Describe the process for replacement or repair of defective products and warranty related issues.
   - Describe how Bidder evaluates and determines unit repair versus unit replacement.
   - Identify all other companies that may be involved in processing, handling, shipping, products and/or services.
   - Provide the number, size and location of Bidder's distribution facilities, warehouses, and retail network as applicable.
   - Provide order information to include available ordering methods and available payment terms.
   - Provide the number and location of support centers (if applicable).

- Describe Bidder's customer service department staffing levels, hours of operation and other relevant details.
- Describe the process for ordering when supply of a unit and installation is involved, specifically addressing whether one purchase order is required for the entire project, or if separate purchase orders are required for ordering the product and securing installation services.
- Describe Bidder's internal management system for processing orders from point of customer contact through delivery and billing. Please state if Bidder uses single system or platform for all phases of ordering, processing, delivery, and billing.
- Describe the capacity of Bidder to provide management reports, i.e., commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

E. BID FORM CRITERIA

All pricing submitted using the Bid Form (Attachment C) or a document using the same requested information in the same format. The Bid form shall be inclusive of all fees and service/shipping charges. All prices are FOB destination. Additional pages and pricing information may be included.

Bidder shall also be responsible for compliance with any federal, state, or local prevailing wage laws.

Price/Discounts should remain firm and will include all charges that may be incurred in fulfilling requirements.

Invoices may be audited on a random basis along with the necessary supporting documentation. Billing errors will be promptly adjusted.

As part of the bid, Bidders shall provide the following:

- Details of any proposed additional discounts for volume orders, special offers, minimum order quantity, free goods program, total annual spend.
- *Comprehensive Product Offering*
  Bidder(s) awarded under this IFB may offer their complete product and service offering/balance of line. Pricing for complete product offering/balance of line items will be determined by a percentage discount from a price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a Bidder's product lines, services, warranties, etc. that are available from Bidder and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Bidders may elect to limit their bids to any category or categories. Where the price list shows more than one column of prices, Bidder shall clearly mark the column which represents the discounted pricing to Participating Public Agencies.
- *Federal Funding Pricing*
  Due to products and services potentially being used in bid to an emergency or disaster recovery situation in which federal funding may used, if not already

incorporated as part of the bid, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Bidder is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

V. AWARD INFORMATION

A. COMPLIANCE WITH IFB

Bids submitted must be in strict compliance with the terms of the solicitation. Failure to comply with all provisions of the IFB may result in disqualification.

B. CONDITIONS OF AWARD

All Bidders, by submission of their respective bids, agree to abide by the rules, regulations, procedures, and decisions of Racine County.

C. QUALIFYING BIDDERS

Failure of Bidder to provide the required information, may result in a determination that Bidder is a non-responsive Bidder. If Bidder does not adequately demonstrate the necessary qualifications, as outlined throughout Section IV. Bid Submittal Instructions, and submit the information indicated under item D. Responsible Bidder, Bidder may be deemed not qualified and/or responsible. Racine County reserves the right to make such additional investigations as it deems necessary to verify a Bidder may be deemed not qualified and/or responsible. Racine County reserves the right to make such additional investigations as it deems necessary to verify a Bidder submitting a bid is qualified and responsible to include investigating Bidder's past work with Racine County and Racine County employees.

D. AWARD

Utilizing the two-step process set forth herein, it is the intent of the County to award the Contract to the lowest responsive responsible Bidder provided the bid has been submitted in accordance with the requirements of the Contract Documents, the Bidder is adequately qualified, and the bid does not exceed the funds available. Racine County reserves the right to make an award as deemed in its best interest, which may include awarding to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest, together with compliance with applicable law. Intent to award will not be made and a contract will not be executed until Racine County, at its sole discretion, accepts a bid.

RACINE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICALITY OR ERROR IN ANY BID OR PART THEREIN, AND TO ACCEPT THE SAME OR COMBINATIONS, IN WHOLE OR IN PART, WHICHEVER IS DEEMED TO BE IN THE BEST INTEREST OF RACINE COUNTY IN ITS SOLE AND EXCLUSIVE DISCRETION. While not all inclusive, the following items may be used when determining if a Bidder is considered responsive and responsible: work schedule,

technical competency, ability to render satisfactory service, past performance, reputation for providing a quality product, timely delivery of products and/or services, financial ability, bonding, experience in performance of similar work, references, equipment, and capacity.

For the first step of the bidding process, Bidders will submit their sealed bids with all requested information, to include Certification of Vendor and Attachment C – Bid Form, by the due date and time outlined in this IFB. After the due date and time, all Bidders will be evaluated to determine if they are responsive, responsible, and qualified. Each Bidder determined to be responsive, responsible, and qualified shall be determined to be a "Responsible Bidder."

As part of the first step of the bidding process, Racine County may seek additional information or clarification from one or more of the Bidders.

If Bidder does not adequately demonstrate the necessary minimum qualifications, Bidder may be deemed not qualified and/or responsible. Racine County reserves the right to make such additional investigations as it deems necessary to verify a Bidder submitting a bid is qualified and responsible to include investigating Bidder's past work with Racine County and Racine County employees.

Award may be made without discussion with Bidder, therefore, Bidders are cautioned that Bidders should be submitted initially on the most favorable terms.

For the second step of the bidding process, Racine County will distribute to each Responsible Bidder a Sample Project Form to determine which Responsible Bidder(s) constitute the lowest responsible bidder(s) when the bid responses are applied to actual (hypothetical) projects. As indicated in Section I. Project Overview, when responding to the Sample Project Form, Responsible Bidders are required to USE THE SAME LINE ITEM PRICING from Attachment C – Bid Form and apply them to the Sample Projects Form (to be supplied to Responsible Bidders as part of Step-One); a reduction in price for the sample projects outlined in a Responsible Bidder's Sample Project Form will not be allowable. The final basis for award and lowest responsible Bidder(s) will result from the lowest total dollar amount of the combined sample projects.

E. TIE BIDS

If two (2) or more Bidders submit identical bids, the decision of the County to make award to one or more of such Bidders shall be final.

F. NOTICE OF ACCEPTANCE

Racine County will notify the lowest responsible and responsive Bidder(s) as soon as practical of the selection. Written notice of award to Bidder(s) in the form of a letter, contract or otherwise, mailed or delivered to the address shown on the Certification of Vendor page will be considered sufficient notice of acceptance of bid.

REFERENCES

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

List three (3) references for construction services to that requested in this IFB.

1. Company: _____

   Address: _____

   Contact Person: _____ Phone: _____

   Email address: _____

   Description of project: _____

   _____

   _____

   _____

2. Company: _____

   Address: _____

   Contact Person: _____ Phone: _____

   Email address: _____

   Description of project: _____

   _____

   _____

   _____

3. Company: _____

   Address: _____

   Contact Person: _____ Phone: _____

   Email address: _____

   Description of project: _____

   _____

   _____

   _____

CERTIFICATION OF VENDOR

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

The undersigned, submitting this Bid, hereby agrees with all the terms, conditions, and specifications required by the County in this IFB and declares that the attached Bid is in conformity therewith.

The undersigned attests to the following:

- I have reviewed in detail the IFB and all related attachments and information provided by Racine County before submitting this Bid.

- I have full authority to make such statements and to submit this Bid as the duly recognized representative of the Bidder.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

DATE: _____

Attachment A

Community Development Block Grant Addendum

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Attachment B

Federal Grant Funding Addendum

For more information on Federal Grant Funding for ESSER and GEER, please click on the following link: https://www.hcps.org/departments/docs/BusinessServices/Purchasing/FAQs_ESSER_GEER.pdf for Frequently Asked Questions on Elementary and Secondary School Emergency Relief (ESSER) Programs Governor's Emergency Education Relief (GEER) Programs (U.S. Department of Education Washington, D.C. 20202, May 2021).

For more information on Federal Grant Funding for HEERF, please click on the following link: https://www2.ed.gov/about/offices/list/ope/arpfaq.pdf for Higher Education Emergency Relief (HEERF) Fund III Frequently Asked Questions (American Rescue Plan Act of 2021 Published May 11, 2021, updated May 24, 2021).

Attachment C

Bid Form

(To be submitted in a sealed envelope or box as indicated)

Bid Form documents are provided. A discount percentage or structure must be clearly delineated. The Bid form shall be inclusive of all fees and service/shipping charges. All prices are FOB destination. Additional pages and pricing information may be included.

1. **Definitions**

   Labor Wage Classification Definitions - definitions as used herein for establishing labor rates. Participating Public Agencies may choose to establish alternative definitions.

LABOR WAGE CLASSIFICATION DEFINITIONS	
Architect	Professional licensed designer providing Architectural drawings.
Asbestos Worker	Worker who removes and disposes of asbestos materials.
Boilermaker	Worker who assembles boilers, tanks, vats and pressure vessels. The duties of the boilermaker include welding, acetylene burning, riveting, caulking, rigging, fitting up, grounding, reaming and impact machine operating.
Carpenter	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough and finish carpentry, hardware and trim.
Carpet/Floor Installer	Worker who installs carpet and/or floor coverings and vinyl tile.
Commissioning Agent	Agent who ensures proper installation and operation of technical building systems.
Concrete Finisher	Worker who floats, trowels, and finishes concrete.
Data Communications / Telecommunications Installer	Worker who installs data/telephone and television cable and associated equipment and accessories.
Delivery Personnel	Worker who can deliver materials to other HVAC personnel as well as work as a second man on jobs if necessary.
Drafting	Worker who provides detail engineering drawings utilizing CADD type documents.
Drywall/Ceiling Installer	Worker who installs metal framed walls and ceilings, drywall coverings, ceiling grids and ceilings.
Duct Cleaner	Worker who cleans air conveyance systems using compressed air tools and mechanical agitation devices to dislodge dirt and other contaminants from the ductwork and other HVAC components.
Electrician	Skilled craftsperson who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
LABOR WAGE CLASSIFICATION DEFINITIONS (continued)	

Elevator Mechanic	Craftsperson skilled in the installation and maintenance of elevators.
Engineering Designer	Professional licensed engineer. An Engineering Designer is not a requirement of this solicitation but may be beneficial for Participating Public Agencies to utilize should they choose. In such case, an Engineering Design may lay out HVAC, plumbing, electrical, structural, or civil systems.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Geothermal Well Field Labor	Worker who lays coiled pipe and tests and connects to HVAC equipment in earthen trench.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Equipment operator that operates the following, including but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back filler, power operated shovel, winch truck, all trenching machines.
HVAC Building Automation Technician	Worker who can work on low temperature refrigeration equipment as well as small commercial equipment under 60 tons.
HVAC Commercial A/C Technician	Worker who can work on large commercial up to 3000 tons.
HVAC Light Commercial	Worker who can work on small commercial up to 25 tons.
HVAC Duct Installer	Worker who installs ductwork. Assists with some equipment installation.
HVAC Field Supervisor	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels.
HVAC Filter Technician	Worker who changes filters in all types of HVAC equipment as well as minor maintenance on light commercial equipment such as changing worn belts.
HVAC Helper	Worker who can assist a commercial or refrigeration technician as well as perform minor analysis and repairs on equipment under 30 tons.
HVAC Refrigeration Technician	Worker who can work on low temperature refrigeration equipment as well as small commercial equipment under 60 tons.
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsperson who erects structural steel framing and installs structural concrete rebar.
Laborer/Helper	Worker qualified for only unskilled or semi-skilled work, including but not limited to, lifting, carrying materials and tools, hauling, digging, clean-up.
Lather/Plasterer	Worker who installs metal framing and lath. Worker who applies plaster to lathing & installs associated accessories
Light Equipment Operator	Includes, but is not limited to, operation of air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
Mason, Bricklayer	Craftsperson who works with masonry products, stone, brick, block, or any material substituting for those materials and accessories.
LABOR WAGE CLASSIFICATION DEFINITIONS (continued)	

Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts and align pumps.
Painter/Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall covering, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers and associated mechanical equipment.
Plumber	Skilled craftsperson who installs domestic hot & cold-water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Project Engineer	A Project Engineer is not a requirement but may be beneficial for Participating Public Agencies to utilize should they choose. In such case, a Project Engineer may monitor engineering documents as well as provide technical support regarding the engineering plans and specifications as designed by the Professional Engineer. Worker may be responsible for maintaining project status and reports.
Project Manager	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels and is responsible for maintaining project status and reports.
Project Administrator	Worker who provides administrative support to all technician skill levels and is responsible for all administrative functions of the project such as billings, contracts, work orders, legal requirements, purchase orders, sales tax certificates as well as proper record keeping.
Roofer	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings and curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems and fire protection equipment.
Terrazzo Worker	Craftsperson who places and finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.
Water Proofer/Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled, or brushed.
Test and Balance Technician	Certified technician per AABC or NEBB standards trained to perform water and air balance. Also provides sound and vibration testing and preparing of certified reports.
Infrared Technician	Worker who utilizes infrared photography to determine location of thermal heat losses.

LABOR WAGE CLASSIFICATION DEFINITIONS (continued)	
Water Treatment Technician	Certified technician who is trained to evaluate analytical test results on boiler system water, condenser water, and chill water samples and to make appropriate recommendations regarding residual levels, cycles, and feed rates.

BID FORM

SECTION A
Product Pricing

Bidder shall include all product pricing using this format as pricing utilized on this form should be consistent with the individual pricing scenarios that are to be distributed to responsive, responsible, and qualified Bidders. Use additional space as necessary.

MFG Part No.	Product Name	Product Description	List Price	% Discount off List Price	Net Price

BID FORM (CONT'D)

SECTION B
Labor Rates

Normal business hours are defined as: _____

Overtime hours are defined as: _____

Holiday hours are defined as: _____

For all applicable Labor Classifications, using the below format, Bidder shall provide labor rates by geographic areas, regions, zones or other means for pricing nationally as sample projects included in Step-Two will be diverse project types including projects from different states and regions outside of Racine County and Wisconsin. Participating Public Agencies may have differing needs and requirements depending on the scope of their project(s); Participating Public Agencies may determine the appropriate Labor Classifications at their discretion. If Bidder is unable to provide one or more of the Labor Classifications below (either as part of their primary staff or as a subcontractor), Bidder should notate that in their response. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.

		Hourly Rate		
Item	**Labor Classification**	**Normal Business Hours**	**Overtime**	**Holiday**
1	Architect			
2	Asbestos worker			
3	Boilermaker			
4	Concrete finishers			
5	Delivery personnel			
6	Drafting			
7	Drywall and ceiling installers			
8	Electricians			
9	Engineering design			
10	Geothermal well field labor			
11	Heavy equipment operators			
12	HVAC commercial A/C technician			
13	HVAC light commercial			
14	HVAC helper			
15	HVAC field supervisor			

BID FORM (CONT'D)

SECTION B
Labor Rates (Cont'd)

		Hourly Rate		
Item	**Labor Classification**	**Normal Business Hours**	**Overtime**	**Holiday**
16	HVAC refrigeration technician			
17	HVAC duct installer			
18	HVAC filter technician			
19	HVAC building automation technician			
20	Infrared technician			
21	Insulators			
22	Laborers			
23	Light equipment operators			
24	Metal building assembler			
25	Millwrights			
26	Operating engineer			
27	Painters, wall covering installers			
28	Pipefitters			
29	Plasterers			
30	Plumbers			
31	Project manager			
32	Project administrator			
33	Project engineering			
34	Roofers			
35	Sheet metal workers			
36	Test and balance technician			
37	Tile setters			
38	Water Proofers, caulkers			
39	Water treatment technician			
	Use additional space as necessary to add any additional labor categories.			

BID FORM (CONT'D)

SECTION C
Additional Costs

INSTRUCTIONS:

Bidder shall utilize net product prices and labor rates listed in Sections A and B of this Bid Form to determine cost for installation of new equipment, maintenance of existing systems, upgrading of existing infrastructures, turn-key services and any other installation and services offered. If there are other elements that should also be taken into consideration, Bidder shall list these elements below and any associated pricing. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.

Any Additional Pricing Elements for Installation, Maintenance, Upgrades and Turn-Key Services	Cost
List any other elements to be taken into consideration for installation, maintenance, upgrades and turn-key services	

BID FORM (CONT'D)

SECTION D
Additional Costs

Use the below space to provide pricing for any related products and services your company wishes to be considered. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.

Product or Service	Cost
Use additional space as necessary	

BID FORM (CONT'D)

SECTION E
Additional Discounts

Insert additional lines as necessary. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.

ADDITIONAL DISCOUNTS/INCENTIVES	COST
Additional Discounts for volume (i.e., price breaks for multiple products/services, etc.)	
	$
	$
	$
	$
Any additional pricing incentives, discounts, or rebates such as for large volume purchases and services, total spend, etc.	
	$
	$
	$
	$
Any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e., local city, county, school district, housing authority, transit authority, etc.	
	$
	$
	$
	$

ATTACHMENT D

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in reviewing and administering national cooperative contracts and are included for Supplier's review and bid.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Vendor (sometimes referred to as 'Supplier') and OMNIA Partners.

1.1 Requirement

Racine County, Wisconsin (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting bids for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. The intent of this Invitation for Bid is any contract between Principal Procurement Agency and Vendor resulting from this Invitation for Bid ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Vendor and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Vendor and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Vendor for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Vendor is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Vendors based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Vendors on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this IFB. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this IFB acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Vendor pursuant to this section that directly promotes the Vendor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Vendor a Director of Partner Development who will serve as the main point of contact for the Vendor and will be responsible for managing the overall relationship between the Vendor and OMNIA Partners. The Director of Partner Development will work with the Vendor to develop a comprehensive strategy to promote the Master Agreement and will connect the Vendor with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Vendor teams

The OMNIA Partners contracting teams will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Vendor teams
D. Regular business reviews to monitor program success
E. General contract administration

Vendors are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Invitation for Bid. Vendor will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $500M annually. While no minimum volume is guaranteed to Vendor, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Vendor and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this IFB made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Vendors are awarded by Principal Procurement Agency under the Master Agreement, those same Vendors will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Vendor and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage

legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Vendor, Vendor and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Vendor. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Vendor (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Vendor may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Vendor is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This IFB is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Vendor's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Vendor and Public Agencies through a single solicitation process that will reduce the Vendor's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Vendor entering into the Master Agreement, which would be available to all Public Agencies, Vendor must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Vendor.

2.1 Corporate Commitment

Vendor commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Vendor's executive management, (2) the Master Agreement is Vendor's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Vendor will transition existing customers, upon their request, to the Master Agreement, and (4) that the Vendor has read and agrees to the terms and

conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Vendor will identify an executive corporate sponsor and a separate national account manager within the IFB response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Vendor commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Vendor will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Vendor commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Vendor commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Vendor also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Vendor were not awarded the Master Agreement.

3.0 VENDOR BID

Vendor must supply the following information for the Principal Procurement Agency to determine if Vendor is qualified and responsible to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Vendor to include experience providing similar products and services.

B. Total number and location of salespersons and/or project managers employed by Vendor to help support Participating Public Agencies.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

    a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners Vendor does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if Vendor holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how Vendor differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving Vendor.

K. Felony Conviction Notice: Indicate if the Vendor

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against Vendor

3.2 Distribution, Logistics

A. Each offeror awarded under this IFB may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by Vendor.

B. Describe how Vendor proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Vendor's distribution or other operations facilities, warehouses, and/or retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Vendor's primary go to market strategy for Public Agencies to Vendor's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Vendor's national sales force with participation from the Vendor's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Vendor, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

   ii. Announcement, Master Agreement details and contact information published on the Vendor's website within first 90 days

   iii. Design, publication and distribution of co-branded marketing materials within first 90 days

   iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner Vendors. Booth space will be purchased and staffed by Vendor. In addition, Vendor commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Vendor's website with:

- OMNIA Partners standard logo;
- Copy of original Invitation to Bid;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Vendor;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Vendor will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Vendor holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Vendor agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Vendor will be proactive in direct sales of Vendor's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Vendor's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

F. Confirm Vendor will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

H. Describe in detail how Vendor's national sales force personnel and/or project managers are structured, including contact information for the highest-level executive in charge of the sales and/or project management team.

I. Explain in detail how the sales or project management teams will work with the OMNIA Partners team to implement, grow and service the national program.

I. Explain in detail how Vendor will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

J. State the amount of Vendor's Public Agency sales for the previous fiscal year. Provide a list of Vendor's top 3 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

K. Describe Vendor's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Vendor will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Vendor guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Vendor may respond with lower pricing through the Master Agreement. If Vendor is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple bid and/or proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional bid/proposal.

Detail Vendor's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY** **COMMUNITIES PROGRAM MANAGEMENT, LLC**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number:

_____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative: _____ Date: _____

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a bid, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the IFB. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for bids for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR

CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT

LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR

COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR

BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR

COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR

GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR

KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR

MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR

PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR

SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR

TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR

YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT

DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY

OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

HEART OF APPALACHIA REGION (VIRGINIA) to include:

CITIES & TOWNS
Bluefield, VA
Grundy, VA
Norton, VA
Town of Tazewell, VA
Big Stone Gap, VA
Clintwood, VA
St. Paul, VA

COUNTIES
Buchanan County, VA
Dickenson County, VA
Lee County, VA
Russell County, VA
Scott County, VA
Tazewell County, VA
Wise County, VA

BLUE RIDGE HIGHLANDS REGION (VIRGINA) to include:

CITIES & TOWNS
Abingdon, VA
Blacksburg, VA
Bristol, VA
Christiansburg, VA
Damascus, VA
Galax, VA
Marion, VA
Pulaski, VA
Radford, VA
Wytheville, VA

COUNTIES
Bland County, VA
Carroll County, VA
Floyd County, VA
Giles County, VA
Grayson County, VA
Montgomery County, VA
Patrick County, VA
Pulaski County, VA
Smyth County, VA
Washington County, VA
Wythe County, VA

CENTRAL VIRGINIA REGION (VIRGINA) to include:

CITIES & TOWNS	COUNTIES
Appomattox, VA	Albemarie County, VA
Ashland, VA	Amelia County, VA
Blackstone, VA	Amherst County, VA
Charlottesville, VA	Appomattox County, VA
Colonial Heights, VA	Buckingham County, VA
Chester, VA	Campbell County, VA
Farmville, VA	Chesterfield County, VA
Hopewell, VA	Cumberland County, VA
Lynchburg, VA	Dinwiddie County, VA
Petersburg, VA	Fluvanna County, VA
Richmond, VA	Goochland County, VA
Scottsville, VA	Greene County, VA
Wintergreen, VA	Hanover County, VA
	Henrico County, VA
	Louisa County, VA
	Madison County, VA
	Nelson County, VA
	Nottoway County, VA
	Orange County, VA
	Powhatan County, VA
	Prince Edward County, VA
	Prince George County, VA
	Sussex County, VA

TIDEWATER REGION (WHICH ALSO INCLUDES THE CHESAPEAKE BAY REGION) (VIRGINA) to include:

CITIES & TOWNS	COUNTIES
Kilmarnock, VA	Middlesex County, VA
Warsaw, VA	Lancaster County, VA
Urbanna, VA	Northumberland County, VA
West Point, VA	Richmond County, VA
Colonial Beach, VA	King William County, VA
Tappahannock, VA	King & Queen County, VA
Gloucester, VA	Mathews County, VA
Irvington, VA	Westmoreland County, VA
	Essex County, VA
	Gloucester County, VA
	King George County, VA

COASTAL VIRGINIA - EASTERN SHORE REGION (VIRGINA) to include:

CITIES & TOWNS	COUNTIES
Accomac, VA	Northampton County, VA
Cape Charles, VA	Accomack County, VA
Chincoteague Island, VA	
Exmore, VA	
Onanock, VA	
Tangier Island, VA	
Wachapreague, VA	

Tidewater COASTAL VIRGINIA - HAMPTON ROADS REGION (VIRGINA) to include:

CITIES & TOWNS	COUNTIES
Charles City, VA	Charles City County, VA
Chesapeake, VA	Isle of Wight County, VA
Franklin, VA	James City County, VA
Hampton, VA	New Kent County, VA
Newport News, VA	Southampton County, VA
Norfolk, VA	Surry County, VA
Poquoson, VA	York County, VA
Portsmouth, VA	
Smithfield, VA	
Suffolk, VA	
Virginia Beach, VA	
Williamsburg, VA	
Yorktown, VA	

NORTHERN VIRGNIA REGION (VIRGINA) to include:

CITIES & TOWNS	COUNTIES
Alexandria, VA	Rappanhannock County, VA
Arlington, VA	Fauquier County, VA
Centreville, VA	Stafford County, VA
Chantilly, VA	Spotsylvania County, VA
Clifton, VA	Caroline County, VA
Culpeper, VA	Prince William County, VA
Dulles, VA	Fairfax County, VA
Falls Church, VA	Loudoun County, VA
Fairfax, VA	Culpeper County, VA
Fredericksburg, VA	
Herndon, VA	
Leesburg, VA	
Lorton, VA	
Manassas Park, VA	
Manassas, VA	

Marshall, VA
McLean, VA
Middleburg, VA
Occoquan, VA
Purcellville, VA
Reston, VA
Spotsylvania, VA
Springfield, VA
Triangle, VA
Vienna, VA
Warrenton, VA
Woodbridge, VA
Washington, VA

SHENANDOAH VALLEY REGION (VIRGINA) to include:

CITIES & TOWNS

Berryville, VA
Buena Vista, VA
Front Royal, VA
Harrisonburg, VA
Lexington, VA
Luray, VA
Natural Bridge VA
Shenandoah, VA
Staunton, VA
Waynesboro, VA
Winchester, VA

COUNTIES

Augusta County, VA
Clarke County, VA
Frederick County, VA
Page County, VA
Rockbridge County, VA
Rockingham County, VA
Shenandoah County, VA
Warren County, VA

SOUTHERN VIRGINIA (VIRGINA) to include:

CITIES & TOWNS

Danville, VA
Emporia, VA
Martinsville, VA
South Boston, VA
South Hill, VA
Clarksville, VA

COUNTIES

Brunswick County, VA
Charlotte County, VA
Greensville County, VA
Henry County, VA
Halifax County, VA
Lunenburg County, VA
Mecklenburg County, VA
Pittsylvania County, VA

VIRGINIA MOUNTAINS REGION (VIRGINA) to include:

CITIES & TOWNS

Bedford, VA
Buchanan, VA
Clifton Forge, VA
Covington, VA
Fincastle, VA
Hot Springs, VA
New Castle, VA
Roanoke, VA
Rocky Mount, VA
Salem, VA
Troutville, VA
Vinton, VA
Warm Springs, VA

COUNTIES

Alleghany County, VA
Bath County, VA
Bedford County, VA
Botetourt County, VA
Craig County, VA
Franklin County, VA
Highland County, VA
Roanoke County, VA

SCHOOL DISTRICTS (VIRGINA) to include:

Accomack County Public Schools, VA
Albemarle County Public Schools, VA
Alexandria City Public Schools, VA
Alleghany County Public Schools, VA
Amelia County Public Schools, VA
Amherst County Public Schools, VA
Appomattox County Public Schools, VA
Arlington Public Schools, VA
Augusta County Public Schools, VA
Bath County Public Schools, VA
Bedford City Public Schools, VA
Bedford County Public Schools, VA
Bland County Public Schools, VA
Botetourt County Public Schools, VA
Bristol Public Schools, VA
Brunswick County Public Schools, VA
Buchanan County Public Schools, VA
Buckingham County Public Schools, VA
Buena Vista City Public Schools, VA
Campbell County Public Schools, VA
Caroline County Public Schools, VA
Carroll County Public Schools, VA
Charles City County Public Schools, VA
Charlotte County Public Schools, VA
Charlottesville City Schools, VA
Chesapeake Public Schools, VA
Lunenburg County Public Schools, VA
Lynchburg City Public Schools, VA
Madison County Public Schools, VA
Manassas City Public Schools, VA
Manassas Park City Public Schools, VA
Martinsville City Public Schools, VA
Mathews County Public Schools, VA
Mecklenburg County Public Schools, VA
Middlesex County Public Schools, VA
Montgomery County Public Schools, VA
Nelson County Public Schools, VA
New Kent County Public Schools, VA
Newport News Public Schools, VA
Norfolk Public Schools, VA
Northampton County Public Schools, VA
Northumberland County Public Schools, VA
Norton City Schools, VA
Nottoway County Public Schools, VA
Orange County Public Schools, VA
Page County Public Schools, VA
Patrick County Public Schools, VA
Petersburg City Public Schools, VA
Pittsylvania County Public Schools, VA
Poquoson City Public Schools, VA
Portsmouth Public Schools, VA
Powhatan County Public Schools, VA

Chesterfield County Public Schools, VA
Clarke County Public Schools, VA
Colonial Beach Public Schools, VA
Colonial Heights Public Schools, VA
Covington City Public Schools, VA
Craig County Public Schools, VA
Culpeper County Public Schools, VA
Cumberland County Public Schools, VA
Danville Public Schools, VA
Dickenson County Public Schools, VA
Dinwiddie County Public Schools, VA
Essex County Public Schools, VA
Fairfax County Public Schools, VA
Falls Church City Public Schools, VA
Fauquier County Public Schools, VA
Floyd County Public Schools, VA
Fluvanna County Public Schools, VA
Franklin City Public Schools, VA
Franklin County Public Schools, VA
Frederick County Public Schools, VA
Fredericksburg City Schools, VA
Galax City Public Schools, VA
Giles County Public Schools, VA
Gloucester County Public Schools, VA
Goochland County Public Schools, VA
Grayson County Public Schools, VA
Greene County Public Schools, VA
Greensville County Public Schools, VA
Halifax County Public Schools, VA
Hampton City Schools, VA
Hanover County Public Schools, VA
Harrisonburg City Public Schools, VA
Henrico County Public Schools, VA
Henry County Public Schools, VA
Highland County Public Schools, VA
Hopewell City Public Schools, VA
Isle of Wight County Public Schools, VA
King and Queen County Public Schools, VA
King George County Public Schools, VA
King William County Public Schools, VA
Lancaster County Public Schools, VA
Lee County Public Schools, VA
Lexington City Schools, VA
Loudoun County Public Schools, VA
Louisa County Public Schools, VA
Washington County Public Schools, VA
Prince Edward County Public Schools, VA
Prince George County Public Schools, VA
Prince William County Public Schools, VA
Pulaski County Public Schools, VA
Radford City Schools, VA
Rappahannock County Public Schools, VA
Richmond County Public Schools, VA
Richmond Public Schools, VA
Roanoke City Public Schools, VA
Roanoke County Public Schools, VA
Rockbridge County Public Schools, VA
Rockingham County Public Schools, VA
Russell County Public Schools, VA
Salem City Schools, VA
Scott County Public Schools, VA
Shenandoah County Public Schools, VA
Smyth County Public Schools, VA
Southampton County Public Schools, VA
Spotsylvania County Public Schools, VA
Stafford County Public Schools, VA
Staunton City Public Schools, VA
Suffolk Public Schools, VA
Surry County Public Schools, VA
Sussex County Public Schools, VA
Tazewell County Public Schools, VA
Virginia Beach City Public Schools, VA
Warren County Public Schools, VA
Winchester Public Schools, VA
Wise County Public Schools, VA
Wythe County Public Schools, VA
York County School Division, VA

Waynesboro Public Schools, VA
Westmoreland County Public Schools, VA
West Point Public Schools, VA

Williamsburg-James City County Public Schools, VA

Attachment E – No Bid Form

Contractors who do no wish to bid do not need to return the entire bid package. Simply return this form to Racine County through Duane McKinney, Purchasing Manager at: Duane.McKinney@racinecounty.com

STATEMENT OF NO BID

SEALED BID NUMBER X
HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

I do not wish to submit a bid on this solicitation.

_____ _____

Contractor Representative

Please indicate the reason(s) for your decision not to bid:

_____

_____

_____

_____

HVAC Products, Installation, Labor Based Solutions, and Related Products and Services
Executive Summary

Lead Agency: Racine County, Wisconsin

Solicitation: RC2022-1001

Solicitation Issued: June 15, 2022

Pre-Bid Date: June 29, 2022

Response Due Date: July 21, 2022

Awarded to: Trane U.S. Inc.

Racine County, Wisconsin issued IFB #RC2022-1001 on June 15, 2022, to establish a national cooperative contract for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.

The solicitation included cooperative purchasing language in Section II. INSTRUCTION TO BIDDERS, K. National Contract:

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment D – National Cooperative Contract, or as otherwise agreed to. Attachment D – National Cooperative Contract contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Racine County website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)

- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Sun
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Historically Underutilized Businesses were notified of the Invitation to Bid.

On Thursday July 21, 2022, bids were received from the following offerors:

- Trane U.S. Inc.

Trane U.S. Inc. was the lowest responsive, responsible, and qualified bidder based on the requirements issued in the IFB. The County Executive, who was granted authority on January 11, 2022 by the Racine County Commissioners, approved the contract award. The contract was executed on August 17, 2022 with an effective date of September 1, 2022.

Contract includes HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. Trane U.S. Inc. can provide products and services covering the following areas:

- Operate, Maintain & Repair
    - Connectivity and Cloud Services
    - HVAC System Management
    - HVAC System Repair
    - Rental Solutions
    - Parts and Supplies
- Energy & Sustainability
    - Energy conservation Measures
    - Energy Monitoring & Analysis
    - Active Energy Management
    - Financing & Energy Services Contracting
- Design, Upgrade & Modernize
    - Upgrading Existing Equipment
    - Building Systems Design and Upgrades
    - HVAC System Retrofits
    - Indoor Air Quality (IAQ)
- Building Systems and Technologies
    - Variable Refrigerant Flow (VRF) and Ductless Systems
    - Chillers
    - Packages Units and Split Systems

    - Air Handlers, Terminal Devices, Vav and Fan Coils
    - Variable Frequency Drives (VFD)
    - Energy Storage
    - Precision Cooling
- Building Management and Automation
    - Solutions for Large Buildings and Campuses
    - Small Building Solutions
    - Air-Fi® Wireless Communications
    - Lighting Solutions
    - Controls Solutions for Light Commercial Contractors
- Design and Analysis Software Tools

Term:

- September 1, 2022 to August 31, 2027 with the option to renew for one (1) additional five (5) year period. The anticipated full term of the contract is ten (10) years. Trane U.S. Inc. has the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) subject to the discretion of the Participating Public Agency. Any job orders, project agreements, or maintenance agreements executed against the Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

Pricing/Discount:

- Bid Form Available Upon Request.

Racine County, Wisconsin

Contract # 3341

for

HVAC Products, Installation, Labor Based Solutions and Related Product and Services

with

Trane US Inc.

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

I. Vendor Contract and Signature Form
II. Supplier's Response to the IFB, incorporated by reference

DocuSign Envelope ID: 5AB039C2-2DAF-4A1E-9286-D4840C496111

Racine County
WISCONSIN

Purchasing Department
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES CONTRACT 2022

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

For good and valuable consideration, the parties agree as follows:

1. **WORK**: CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:
   The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.
2. **TERM**: September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT**: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE**: Price as stated for all schedules included in the Project Manual.

DocuSign Envelope ID: 5AB039C2-2DAF-4A1E-9286-D4840C496111

5. **CANCELLATION**: This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: DocuSigned by: Jonathan Delagrave 8/17/2022
7B676D90951B406...

BY: DocuSigned by: Michael J. Lanzdorf 8/17/2022
36F9231CFBA8401...

BY: DocuSigned by: Wendy Christensen 8/17/2022
FC1B3339B9654BD...

BY: DocuSigned by: Steven Zimmer 8/16/2022
14A5552654004D4...

Trane U.S. Inc.

BY: DocuSigned by: Greg Spencer 8/16/2022
95FF4CCACB964F1...

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

January 26, 2023

To: All Departments

Subject: Approved use of Omnia Partners contract 3341 with Trane US Inc.

The Purchasing Department has reviewed Omnia Partners contract 3341 with Trane US Inc. where Racine County, WI is the lead agency and has confirmed that the terms are acceptable for departmental use through August 31, 2027 unless extended.

The contract provides discounted pricing for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services such as training, start-up and commissioning services, installation, maintenance, turn-key services, IEQ, repair services, rentals, leases, and equipment upgrades.

IFB # RC2022-of 1001, General Terms and Conditions Section II-K National Contract states the solicitation is available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program and that the successful bidder is required to extend these services. It is further stated under Attachment D that Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Vendor and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase.

The City may enter into supplementary agreements and/or append its terms and conditions to the master agreement through the issuance and vendor acceptance of a purchase order.

The vendor quote and department requisition must clearly reference that pricing is being provided in according with this contract. Departments are required to obtain any additional documentation such as a COI and e-Verify affidavit when required. If purchase is greater than the City Manager approval authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

Should there be additional questions or clarification needed please contact the Purchasing Department at purchasing@cocoafl.org.

Brian Dale
Purchasing Manger
City of Cocoa



HVAC SYSTEM

SCHEDULED SERVICE AGREEMENT 2023

Trane Office
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Company Name
Dyal Water Treatment Plant
28400 State Road 520
Christmas, FL 32709

Trane Representative
Jason Aki
Account Manager – Team Leader
Cell: (321) 228-8865
Office: (407) 660-1111
jtaki@trane.com

Attention
Rick Cochran
Asset Manager
Cell: (321) 271-6336
rcochran@cocoafl.gov

Proposal ID
7055756

Telephone Number for Service
(407) 660-1111

OMNIA Partners Proposal #H3-129406-22-002

OMNIA Partners / Trane Contract #3341

November 23, 2022

TRANE TECHNOLOGIES



EXECUTIVE SUMMARY

This **Scheduled Service Agreement** provides an integrated approach to planned maintenance for your HVAC equipment and building automation system (BAS). It is an effective service strategy. After all, both systems must work together to your building comfortable and energy efficient.

Under this combined service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. Our local factory trained technicians keep your HVAC and BAS running efficiently and reliability, as two interdependent systems.

As an HVAC and systems service provider, Trane offers many advantages:

- Confidence that your HVAC equipment and BAS are being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (***FEMP) O&M Guide 2010***

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS.

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.



Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee

TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

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REFRIGERANT MANAGEMENT



US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** **This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.**

Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constrains to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has ***all*** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

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HVAC EQUIPMENT COVERAGE

Dyal Water Plant

Site	Equipment Type	Manufacturer	Model Number	Serial Number	Notes
Building 1	SS Air Handling Unit	Trane	TWE120B300EL	8402L2LBD	AHU 10T
	SS Air Handling Unit	Trane	TWE060A100EL	9352PC1BD	AHU 5T
	SS Air Handling Unit	Trane	TWE120B300EL	8435LMKBD	AHU 10T
	SS Air Handling Unit	Lennox	CBX40UHV-30-230-6-03	1613L08706	AHU 2.5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	9351Y122F	CU 5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	9351Y4G2F	CU 5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	93333GG2F	CU 5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	9352LAT2F	CU 5T
	SS Condensing Unit	Trane	2TWB3060A1000AA	9351Y3M2F	CU 5T
	SS Condensing Unit	Lennox	XP16-024-230-11	5814L03695	CU 2T
	Building Automation System	Trane	VariTrac	N/A	BAS
	Rooftop Unit	Trane	TSC120E4R	103410721L	RTU-1
	Rooftop Unit	Trane	TSC120E4R	103411365L	RTU-2
Filter Gallery	SS Condensing Unit	Trane	TTA120D400	12282T54YA	AHU 10T
	SS Air Handling Unit	Trane	TWE120D300	13171K6WBA	CU 10T
	SS Condensing Unit	Trane	TTA120D400	1231569DYA	AHU 10T
	SS Air Handling Unit	Trane	TWE120D300	13171LC3BA	CU 10T
Filter Gallery - Electrical	SS Condensing Unit	Trane	4TTR7024A1000BA	192912FM2F	3-CU-1
	SS Air Handling Unit	Trane	GAM5B0A24M21EAB	19222M8B1V	2T AHU
Building 2	SS Condensing Unit	Trane	2TTB3018A1000AA	9343SKL3F	1.5T CU
	SS Condensing Unit	Trane	2TTB3018A1000AA	9343SS43F	1.5T CU
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	81750S31V	AHU #1
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	83810X31V	AHU #2
Building 5	SS Condensing Unit	Trane	4TTR4018L1000AB	193514LGAF	1.5T CU
	SS Condensing Unit	Trane	4TTR4018L1000AB	193514N0AF	1.5T CU
	SS Air Handling Unit	Trane	TEM4A0B18S21SBA	190754A33V	AHU #1
	SS Air Handling Unit	Trane	TEM4A0B18S21SBA	19062XNC3V	AHU #2
Building 6	SS Condensing Unit	Trane	4TTR4018L1000AB	193514YHAF	1.5T CU
	SS Air Handling Unit	Trane	TEM4A0B18S21SBA	19331WLT3V	1.5T AHU
Building 7	SS Condensing Unit	Trane	4TTB3030D1000A	11184XEC3F	2.5T CU
	SS Air Handling Unit	Trane	4TEC3F30B1000AA	11245SL7AV	2.5T AHU

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Building 8	Air-Cooled Chiller	Trane	CGAM100	U19E73671	Chiller #1
	Air-Cooled Chiller	Trane	CGAM100	U19E73670	Chiller #2
	Chilled Water Pump	WEG	213TC	7.5hhp	CHW Pump #1
	Chilled Water Pump	WEG	213TC	7.5hhp	CHW Pump #2
	Chilled Water AHU	Carrier	39SHK09-4W	1714R43535	CHW AHU #1
	Chilled Water AHU	Carrier	39SHK09-4W	1714R43536	CHW AHU #2
	SS Condensing Unit	Trane	TTP024C100A3	N082TBFCF	SS CU - B8
	SS Air Handling Unit	Trane	TWE024C14FA0	N0810T31V	SS AHU - B8
Building 9	SS Condensing Unit	Trane	TTP024C100A3	N291M9YFF	2T CU
	SS Condensing Unit	Trane	TTP018C100A2	N283P8RFF	1.5T CU
	SS Air Handling Unit	Trane	TWE024C14FA0	N301WN71V	2T AHU
	SS Air Handling Unit	Trane	TWE018C14FA0	N301WKW1V	1.5T AHU
Building 11	Rooftop Unit	Trane	TZC048F	171910242L	RTU-1
	Rooftop Unit	Trane	TZC048F	171910228L	RTU-2
Building 12	SS Condensing Unit	Trane	2TTB3018A1000AA	9343SHT3F	1.5T CU
	SS Condensing Unit	Trane	2TTB3018A1000AA	9343STG3F	1.5T CU
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	81750SS1V	AHU #1
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	8175SN31V	AHU #2
Building 15	Mini Split Condensing Unit	Trane	TRUZA0181KA70NA	03U014367H1J32	ACCU2
	Mini Split Air Handling Unit	Trane	TPKA0A0181HA70A	9XA000037G6B36	AHU-1
	SS Air Condensing Unit	Trane	TTA180	21042728TA	ACCU1
	SS Air Handling Unit	Trane	TWE180	20442306WA	AHU-2
Building 16	Mini Split Condensing Unit	Trane	TRUYA0421K070NA	9343SHT3F	ACCU1
	Mini Split Air Handling Unit	Trane	TPVA0421AA70A	11G0000832P813	AHU-1
	Mini Split Condensing Unit	Trane	TRUYA0421KA70NA	9343STG3F	ACCU2
	Mini Split Air Handling Unit	Trane	TPVA0421AA70A	11G0000932P813	AHU-2
Taylor Creek	SS Condensing Unit	Trane	2TTB3024A1000CA	14163L373F	8-CU-1
	SS Air Handling Unit	Trane	TWE030C140F1	N29348A1V	8-AHU-1
Weewahootee	Mini-Split Condensing Unit	Carrier	RAV-SP180AT2-UL	302P0071	1.5T MS CU
	Mini-Split Air Handling Unit	Carrier	RAV-SP180KRT-UL	32600031	1.5T MS AHU
	Mini-Split Condensing Unit	Carrier	24ABB342A300	4113E18180	2T CU
	Mini-Split Air Handling Unit	Carrier	FB4CNF042	4213A84972	2T AHU
	SS Condensing Unit	Trane	4TTR4024L1000BA	17215AL24F	2T CU
	SS Air Handling Unit	Trane	TEM4A0B24S21SAA	17301SFW3V	2T AHU

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Downtown Cocoa Plant	Mini-Split Condensing Unit	Mitsubishi	PUMY-P60NKMU	54U03365C	CU-1
	Mini-Split Condensing Unit	Mitsubishi	PUMY-P60NKMU	54U03402C	CU-2
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E2	54M00556	AHU-1
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E3	54M00558	AHU-2
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E4	54M00552	AHU-3
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E5	54M00563	AHU-4

**** See Appendix for detailed Scope of Services for each maintenance inspection.***

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PRICING AND ACCEPTANCE

Attention:
Rick Cochran
Asset Manager

Site Address:
Dyal Water Plant
28400 State Road 520
Christmas, FL 32709

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "HVAC Systems Scheduled Service Agreement," the consecutively numbered pages immediately following such title page and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Investment
Year 1: 01/01/2023 – 09/30/2023	$40,716

Labor
Annual Inspection (Quantity 1) = 160 hours x $155/hour = $24,800
Routine Inspections (Quantity 2) = 40 hours x $155/hour x 2 Inspections = $12,400

Materials
Filters, belts, consumables, etc. at 27.5% Gross Margin = $3,516

Optional Contract Renewal Terms	Annual Investment
Year 2: 10/01/2023 – 09/30/2024	$49,812
Year 3: 10/01/2024 – 09/30/2025	$51,804
Year 4: 10/01/2025 – 09/30/2026	$53,876
Year 5: 10/01/2026 – 09/30/2027	$56,032

Note: Year 1 includes one (1) Annual Inspection and two (2) routine inspections as it is pro-rated to match the City of Cocoa's fiscal year. Optional Years 2-5 include one (1) Annual Inspection and three (3) Routine Inspections.

**** The above pricing is based upon the OMNIA Partners / Trane Contract #3341. All repairs and miscellaneous materials markup will be based upon the Central Florida regional pricing.***

☐ Service Fee Discount. A **one-time three percent (3%) discount** is offered for full payment of one year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

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In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is **January 1, 2023 - September 30, 2023**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on **September 30, 2023**, this Agreement may be renewed at Customer's option for successive periods of one (1) year (the "Renewal Term") until terminated as provided herein and in accordance with the Annual Investment summary provided on Page 8. Customer shall notify Trane by telephone or by U.S. mail thirty (30) days prior to the expiration of the Initial Term or a subsequent Renewal Term of its intent to extend this Agreement for an additional Renewal Term. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (407) 660-1111 or by direct mail addressed to: 2301 Lucien Way, Suite 430 Maitland, FL 32751.

Cancellation by Customer Prior to Services; Refund; Cancellation for Cause

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company. In addition, should Trane materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the Customer, the Customer shall be entitled to terminate this Agreement immediately and Trane shall refund the Customer any pre-paid fees for Services not delivered to the Customer satisfaction by Trane.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE Dyal Water Plant		**TRANE ACCEPTANCE** Trane U.S. Inc.	
_____ Authorized Representative	_____	_____ Submitted By: **Jason Aki**	_____
_____ Printed Name	_____	Proposal Date: November 23, 2022 Cell: (321) 228-8865 Office: (407) 660-1111	
_____ Title	_____	License Number: CMC1249843	

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			Authorized Representative
_____	_____		
Purchase Order			
		Senior Area General Manager	
_____	_____		Title
Acceptance Date		01/20/2023	_____
			Signature Date

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TERMS AND CONDITIONS

TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services").

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due and payable in accordance with the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Without liability to Customer, Company may discontinue performance whenever payment is overdue and upon ten (10) days' written notice to Customer.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation

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of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate ninety (90) days after termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.

11. Indemnity. Trane shall protect, defend, indemnify and hold harmless, the Customer, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which City, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions, or willful misconduct of Trane, its employees, or agents, arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the Trane, its employees or agents; or any breach of this Agreement by Trane, its employees or agents, except to the extent of the sole negligence, wrongful acts or omissions of the Customer or its agents, elected or appointed officials, employees, or representatives. For purposes of this indemnification only, Trane shall indemnify the Customer for claims made by the employees of Trane, and Trane hereby waives its entitlement, if any, to immunity under SECTION 440.011, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE LIMITS OF APPLICAPLE INSURANCE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos poly¬chlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazard¬ous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to

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resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights In the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

22. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS. Service Provider agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Service Provider related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the City or the Service Provider. If and to the extent said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Service Provider are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the City's designated custodian of public records. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall

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at any and all reasonable times during the normal working hours of the Service Provider be open and freely exhibited to the CITY for the purpose of examination and/or audit. Service Provider is required to and agrees to comply with public records laws. Service Provider shall keep and maintain all public records required by the City to perform the services as agreed to herein. Service Provider shall provide the City, upon request from the City Clerk, copies of the requested public records at no cost or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Service Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Upon completion of the Agreement, Service Provider shall transfer to the City, at no cost, copies of all public records in possession of the Service Provider. Upon such transfer, Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Service Provider acknowledges that if the Service Provider does not provide the public records to the City within a reasonable time, the Service Provider may be subject to penalties under Section 119.10, Florida Statutes. The Service Provider acknowledges that if a civil action is filed against the Service Provider to compel production of public records relating to this Agreement, the court may assess and award against Service Provider the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Service Provider, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Service Provider to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Service Provider fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Service Provider's failure to comply with this Section, the City shall collect from Service Provider prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Service Provider. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Service Provider's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

23. CHOICE OF LAW; VENUE: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Agreement, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

24. E-Verify. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Company shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Company shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Company shall provide a copy of all subcontractor affidavits to the Customer upon receipt and shall maintain a copy for the duration of the Agreement. Company must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Company stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the Customer. Company shall be liable for all costs incurred by the Customer securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

25. The City intends to avail itself of the benefits of Section 769.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Service Provider agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person over two hundred thousand dollars ($200,000.00), or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

1-26.130-7 (0821)
Supersedes 1-26.130-7 (0720)

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APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.



SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.

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CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

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CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Air Cooled Condenser Annual Inspection – Qty. 1
Description

- Lock Out Tag Out Condenser
- Electrical Inspection-Unitary
- Leak Test Inspection (Positive Pressure)
- Condenser Coil Check
- Condenser Physical Fan Check
- Remove Lock Out Tag Out and Restore Power
- Manual Log

Service 2: Air Cooled Condenser Routine Inspection – Qty. 2
Description

- Lock Out Tag Out Condenser
- Condenser Coil Check
- Unitary Visual Equipment Inspection
- Remove Lock Out Tag Out and Restore Power

Service 3: Odyssey Annual Inspection – Qty. 1
Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning (Light Commercial)
- Meg Supply Fan Without VFD
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check (Odyssey)
- Start Up Seasonal Cooling

Service 4: Odyssey Routine Inspection – Qty. 2
Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO

Service 5: Precedent Annual Inspection – Qty. 1
Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Evaporator Coil Cleaning, No LOTO
- Condensate Drip Pan Treatment
- Supply Fan Inspection
- Condenser Fan Check
- Bearing Lubrication
- Filter Inspection And Change
- Electrical Inspection

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- Check Damper - M Series, BYC
- Seasonal Cooling Start Up
- Log Unit

Service 6: Precedent Routine Inspection – Qty. 2
Description
- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Filter Inspection And Change
- Condensate Drip Pan Treatment
- Log Unit (Unitary)

Service 7: RTAA Annual (Water Coil Cleaning) – Qty. 1
Description
- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Water (Applied)
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- Manual Log With Electronic Device
- Complete Required Paper Work

Service 8: RTAA Routine Inspection – Qty. 2
Description
- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check

Service 9: Split System Air Handler Annual Inspection (Includes Condenser) – Qty. 1
Description
- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Supply Fan and Motor Inspection (Direct Drive)
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)
- Lock Out Tag Out Condenser

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- Condenser Coil Check (Generic)
- Coil Cleaning Solution
- Condenser Physical (One) Fan Check (Generic Condensing Unit)
- Electrical Inspection (Light Commercial Condensing Unit)
- Log Unit (NTP Cooling)

Service 10: Split System Air Handler Routine Inspection (Includes Condenser) – Qty. 2
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Visual Electrical Inspection
- Generic Check Delta T
- Log Unit (NTP Air Handler)

Service 11: Building Automation System Analysis and Review – Routine Inspection – Qty. 3
Description

- System Controller Inspection
- Verify System Software Programming
- System Back-Up
- Customer Review

Notes:

1. Filter to be replaced during the routine and annual inspections.
2. Belts to be replaced on an annual basis.

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Legislation Details (With Text)

File #:	23-94	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	2/6/2023			**In control:**	City Council
On agenda:	2/28/2023			**Final action:**	
Title:	Approve a Piggyback Agreement with DMD Consultants, Inc. for Servicing, Abrasive Blasting, Painting, and Inspection of a Select Number of Hydrants Utilizing the JEA Contract No. 189884 Effective June, 2020 through June, 2025; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DMD COI GL Exp 6-26-23.pdf JEA Contract No. 189884 June 2020 through June 2025.pdf PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 189884.pdf SIGNED E-Verify Contractor Affidavit .pdf Cocoa Water Proposal (DMD - JEA Contract).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	February 6, 2023
Agenda Date:	February 28, 2023
Prepared By:	Melinda M. Keesee, Field Operations Technician
Prepared By:	Donnie Howard, Field Operations Manager
Through:	Chris M. Collier, Assistant Utilities Director
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:

To Approve a Piggyback Agreement with DMD Consultants, Inc. for Servicing, Abrasive Blasting, Painting, and Inspection of a Select Number of Hydrants Utilizing the JEA Contract No. 189884 Effective June, 2020 through June, 2025; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract.

BACKGROUND:

The Water Field Operations Division (WFO) maintains ~7,000 fire hydrants located within the City's potable water service area. To maintain the hydrants on the prescribed schedule, a combination of internal and contracted labor resources is utilized. Hydrants that require a more thorough sandblasting and repainting process are assigned to an authorized contractor due to the type and scope of work involved. WFO has identified 860 hydrants that fall into this category requiring additional abrasive blasting, painting, and service.

Staff recommends the approval to use the JEA multi-year contract #189884 with DMD Consultants,

Inc. to perform hydrant servicing, abrasive blasting, painting, and inspection, and to authorize a budgeted expenditure for these services not to exceed $99,760.00 in FY2023. This contract has been reviewed by the City and has been determined to be applicable to the services required by WFO. Future fiscal year budget amounts for these services will be determined during the budget process and submitted to City Council for final approval if required.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	No
Amount Requested	$99,760.00
Account Number	421-4025-536.46-00, WS08HY
Account Name	Repairs & Maintenance

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve a Piggyback Agreement with DMD Consultants, Inc. for Servicing, Abrasive Blasting, Painting, and Inspection of a Select Number of Hydrants Utilizing the JEA Contract No. 189884 Effective June, 2020 through June, 2025; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vallie Insurance 822 Tusculum Blvd Greeneville TN 37745	**CONTACT NAME:** Sandy Vallie **PHONE (A/C, No, Ext):** (423)636-3743 **FAX (A/C, No):** (423)636-0224 **E-MAIL ADDRESS:** office@vallieinsurance.com
INSURED DMD Consultants 4850 Pates Hill Road Mosheim TN 37818	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Berkley Assurance Company 000000 **INSURER B :** PROGRESSIVE HAWAII INS CORP 10067 **INSURER C :** BERKLEY 00000 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		VUMC003715	06/26/2022	06/26/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			05376244	01/21/2023	07/21/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		BNUWC0141944	10/03/2022	10/03/2023	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF COCOA IS ADDITIONALLY INSURED IN REGARDS TO THE GENERAL LIABILITY

CERTIFICATE HOLDER

CITY OF COCOA
351 SHEARER BLVD

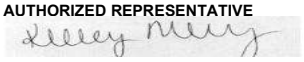
Cocoa FL 32922

Fax: Email: MKEESEE@COCOAFL.ORG

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CONTRACT
BETWEEN
JEA
AND
DMD CONSULTANTS, INC.
JEA CONTRACT # 189884

THIS CONTRACT is made and entered into as of the 11th day of June, 2020 (the "**Effective Date**") by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida ("**JEA**"), and **D M D CONSULTANTS, INC.,** a Florida corporation with its principal address at 11020 81st Court N., Palm Beach Gardens, Florida 33412 (the "**Company**").

WHEREAS, JEA issued Solicitation #017-20 for Participation in an Invitation to Negotiate for JEA Routine Hydrant Maintenance, as amended by Addendum Number One dated March 13, 2020, Addendum Number Two dated March 16, 2020, Addendum Number Three dated March 20, 2020, and Addendum Number Four dated April 7, 2020 (the "**ITN**"); and

WHEREAS, based on Company's response to the ITN (the "**Response**") and Company's Best and Final Offer attached to this Contract as **Exhibit A** (the "**BAFO**"), on May 7, 2020, JEA's Awards Committee awarded a contract to Company to provide the services described in the ITN (the "**Work**");

NOW THEREFORE, in consideration of the mutual covenants contained below, JEA and Company agree as follows:

1. Recitals and Defined Terms. The recitals set forth above are true and correct and incorporated in this Contract by reference. Capitalized terms used in this Contract without specific definition shall have the meanings given to them in the ITN.

2. Engagement and Performance of Work. JEA engages Company to perform the Work, and Company shall perform the Work in accordance with the terms and conditions of this Contract.

3. Compensation. JEA shall pay the Company for the Work using the Unit Prices submitted by Company in the BAFO and in accordance with the terms of the ITN.

4. Maximum Indebtedness. JEA's maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be a fixed monetary amount not-to-exceed NINE HUNDRED THOUSAND DOLLARS ($900,000.00). All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.

5. Term. The term of this Contract shall commence on the Effective Date and shall continue for five (5) years, unless sooner terminated in accordance with the terms of the ITN. JEA shall have the right, in its sole discretion, to renew this Contract for up to two (2) additional terms of one (1) year each.

6. **Contract Documents**. This Contract consists of the Contract Documents as defined in the ITN, which documents are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have the order of precedence set forth in the ITN.

7. **Notices**. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to JEA:

JEA
21 W. Church Street
Jacksonville, Florida 32202
Attn: Bryan Spell, Manager, W/WW Grid Preventative Maintenance

and to:

JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attn: Heather Beard, Procurement Contract Administration

As to the Company:

D M D Consultants Inc.
11020 81st Court N.
Palm Beach Gardens, Florida 33412
Attn: David Durra

8. **Authority**. Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

9. **Entire Agreement**. This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the Company. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Company may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to JEA (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Company acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

10. **Amendments**. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

11. **Counterparts**. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and Company with the same effect as if original signatures had been exchanged.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, JEA and Company have duly executed this Contract as of the Effective Date.

JEA

Maurice Scarboro
Witness

By: 06/11/2020
Jenny McCollum
Director, Procurement Services

D M D CONSULTANTS INC.

Jamie L. Duncan
Witness

By:
Print Name: David Durrua
Title: Director

Form Approved:
Office of General Counsel

GC-#1367907-v1-JEA_Contract_DMD_Consultants.docx

Exhibit A

Addendum 4 Appendix B - Response Form
017-20 JEA Routine Hydrant Maintenance

Submit in an email to kinggd@jea.com.

Company Name: DMD Consultants inc.

Company's Address:

License Number:

Phone Number: 561 441 7405 FAX No: Email Address: DMD@DMDConsultants.net

BID SECURITY REQUIREMENTS

None required

Certified Check or Bond (Five Percent (5%)

TERM OF CONTRACT

One Time Purchase

Annual Requirements

Other, Specify – 5 years with two (2) one year renewals

Completion

SAMPLE REQUIREMENTS

None required

Samples required prior to Bid Opening
Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

None required

Bond required

QUANTITIES

Quantities indicated are exacting

Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS
1% 20, net 30
2% 10, net 30 X
Other ____
None Offered

ENTER YOUR RESPONSE FOR SOLICITATION 017-20	TOTAL RESPONSE PRICE
Total Response Price for the Project (enter total from cell G7 in the Response Workbook)	$149,200.00

I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

RESPONDENT CERTIFICATION

By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation

017-20 JEA Routine Hydrant Maintenance BAFO						
PART	**ITEM**	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**TOTAL PRICE**
1	1	Hydrants Serviced, Painted, and Inspected	2,500	each	44.00	$0.00
1	2	Hydrant Serviced, Inspected, Not Painted	350	each	30.00	$0.00
1	3	Hydrant Inspected - found out of service (not serviced or painted)	350	each	10.00	$0.00
1	4	Abrasive Blasting	350	each	72.00	$0.00
Total Bid Price						$0.00

We have received addenda

Handwritten Signature of Authorized Officer of Company or Agent Date 4/17/20

1 through 4

Printed Name and Title David Durrva Director

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with DMD Consultants, Inc., 11020 81st Court N., Palm Beach, FL 33412 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with JEA – City of Jacksonville-FL, said contract being identified as: Routine Hydrant Maintenance, Contract No. 189884**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Routine Hydrant Maintenance (see Exhibit A – original contract).

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and DMD Consultants Inc. The term of said agreement shall be for the period effective date of signature of City Mayor through 06/11/2025, with option for up to two (2) additional terms of one (1) year each.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2023 - 2025 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00 and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers’ compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of

insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

DMD Consultants, Inc.
Attn: David Durra
11020 81st Court N.
Palm Beach Gardens, FL 33412
561-441-7405
DMD@DMDConsultants.net

DMD Consultants Inc.

Entered this _____ day of _____

David Durrua

(~~Print~~ Name / Title)

(Signature)

2-3-2023

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that DMD Consultants [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of DMD [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: David Durrua

Date: 2-3-2023

~~STATE OF FLORIDA~~ TN

COUNTY OF Greene

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd (date) by David Durrua (name of officer or agent, title of officer or agent) of DMD Consultant (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification.

Lori A Fannon

[Notary Seal] Notary Public

Lori A Fannon

Name typed, printed or stamped

My Commission Expires: 9-23-2026

LORI A. FANNON
STATE OF TENNESSEE NOTARY PUBLIC
GREENE COUNTY

4850 Pates Hill Rd Mosheim, TN 37818

Cocoa Water Utilities Proposal

Prepared for: Melinda Keesee

Prepared by: Jordan Stewart

Date: 2/09/2023

DMD can extend the following services and pricing to Cocoa Water utilizing our contract with JEA:

Service	Unit Price	Quantity	Total
Service, Sandblast, Prime & Top Coat Fire	$116/hydrant	860	$99,760

Total: $99,760

Legislation Details (With Text)

File #:	23-123	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/15/2023			**In control:**	City Council
On agenda:	2/28/2023			**Final action:**	
Title:	FY 2023 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Pd. 4 FY 2023 REVENUE Budget Tracking Worksheet.pdf Pd. 4 FY 2023 EXPENSE Budget Tracking.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 15, 2023
Agenda Date: February 28, 2023
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director

Requested Action:
FY 2023 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2023 thru January 31, 2023.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2023 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 1/31/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/10/23	001-0000-331.20-26	1,960	ACCEPT BPV GRANT FY2022 RESO # 2023-003		1358
	001-0000-366.00-00	23,428	DONATION FOR ROTARY CLOCK RESO # 2023-004		1359
	001-0000-389.99-50	94,000	FND FINAL PR & INT 2014S RESO # 2023-002		1362
3 Budget Amendments/Transfers			Division 0000 Total	$119,388	
3 Total Budget Amendments/Transfers			**GENERAL FUND**	**$119,388**	
01/09/23	110-0000-389.99-50	(12,292)	CORR JLS CAM TO DSCRA BUDGET ROLLED TO CRA		1290
1 Budget Amendments/Transfers			Division 0000 Total	($12,292)	
1 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**($12,292)**	
01/09/23	111-0000-389.99-50	12,292	CORR JLS CAM TO DSCRA BUDGET ROLLED TO CRA		1290
1 Budget Amendments/Transfers			Division 0000 Total	$12,292	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$12,292**	
01/10/23	142-0000-389.99-50	10,000	FND SECOND DOLLAR TRAININ RESO # 2023-007		1360
1 Budget Amendments/Transfers			Division 0000 Total	$10,000	
1 Total Budget Amendments/Transfers			**POLICE SPECIAL EDUCATION**	**$10,000**	
01/10/23	201-0000-381.91-01	94,000	FND FINAL PR & INT 2014S RESO # 2023-002		1362
1 Budget Amendments/Transfers			Division 0000 Total	$94,000	
1 Total Budget Amendments/Transfers			**DEBT SERVICE FUND**	**$94,000**	
01/10/23	421-0000-389.99-50	3,829	15 DAY INT 2020S FY23 RESO # 2023-001		1357
01/19/23	421-0000-389.99-50	1,962	TRUE UP DEBT SRV INT PYMT TRULY ACCOUNTING ADJ		1457
2 Budget Amendments/Transfers			Division 0000 Total	$5,791	
2 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$5,791**	
01/10/23	425-0000-381.91-21	3,829	15 DAY INT 2020S FY23 RESO # 2023-001		1357
01/19/23	425-0000-381.91-21	1,962	TRUE UP DEBT SRV INT PYMT TRULY ACCOUNTING ADJ		1457
2 Budget Amendments/Transfers			Division 0000 Total	$5,791	
2 Total Budget Amendments/Transfers			**W/S RESTRICTED ASSETS**	**$5,791**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11	**Transfers & Amendments between 1/1/2023 and 1/31/2023**			
			FY 2023 TOTAL TRANSFERS & AMENDMENTS	**234,970**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2023 - Budget Tracking Worksheets\FY 2023 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Date: 2/15/2023

FY 2023 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 1/31/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1203 - INFORMATION TECHNOLOGY					
01/19/23	001-1203-516.64-15	(6,187)	FND MAINT EXP DECEMBER CLEANUP		1462
	001-1203-516.64-15	(3,482)			
	001-1203-516.46-00	9,669			
	001-1203-516.47-00	(2,250)	FND PROF SRV REQ DECEMBER CLEANUP		1462
	001-1203-516.31-00	2,250			
	001-1203-516.46-00	(99)	FND US BANK LATE FEES DECEMBER CLEANUP		1462
	001-1203-516.49-00	99			
3 Budget Amendments/Transfers			Division 1203 Total	$0	
1600 - GENERAL OPERATIONS					
01/10/23	001-1600-581.91-20	94,000	FND FINAL PR & INT 2014S RESO # 2023-002		1362
1 Budget Amendments/Transfers			Division 1600 Total	$94,000	
2100 - POLICE ADMIN/OPERATIONS					
01/10/23	001-2100-521.52-26	1,960	BPV GRANT 50% MATCH RESO # 2023-003		1358
	001-2100-521.52-26	1,960	BPV GRANT FUNDS RESO # 2023-003		1358
	001-2100-521.52-00	(1,960)	FND 50% BPV MATCH FY22 RESO # 2023-003		1358
01/19/23	001-2100-521.31-00	(2,500)	FND FINANCIAL TRAINING DECEMBER CLEANUP		1462
	001-2100-521.34-00	(2,000)			
	001-2100-521.44-00	(719)			
	001-2100-521.55-00	5,219			
4 Budget Amendments/Transfers			Division 2100 Total	$1,960	
3510 - STREET MANAGEMENT					
01/19/23	001-3510-541.46-00	(5,900)	FND NEW EQUIP TRLR DECEMBER CLEANUP		1462
	001-3510-541.64-00	5,900			
1 Budget Amendments/Transfers			Division 3510 Total	$0	
3560 - FACILITY MANAGEMENT					
01/10/23	001-3560-519.64-00	23,428	DONATION FOR ROTARY CLOCK RESO # 2023-004		1359
1 Budget Amendments/Transfers			Division 3560 Total	$23,428	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10 Total Budget Amendments/Transfers			**GENERAL FUND**	**$119,388**	
3230 - CRA ADMIN/OPERATIONS					
01/09/23	110-3230-559.56-15	(12,292)	CORR JLS CAM TO DSCRA BUDGET ROLLED TO CRA		1290
1 Budget Amendments/Transfers			Division 3230 Total	($12,292)	
1 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**($12,292)**	
3230 - CRA ADMIN/OPERATIONS					
01/09/23	111-3230-559.56-15	12,292	CORR JLS CAM TO DSCRA BUDGET ROLLED TO CRA		1290
1 Budget Amendments/Transfers			Division 3230 Total	$12,292	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$12,292**	
2100 - POLICE ADMIN/OPERATIONS					
01/10/23	142-2100-521.55-00	4,000	FND SECOND DOLLAR TRAININ RESO # 2023-007		1360
	142-2100-521.40-00	6,000			
1 Budget Amendments/Transfers			Division 2100 Total	$10,000	
1 Total Budget Amendments/Transfers			**POLICE SPECIAL EDUCATION**	**$10,000**	
1600 - GENERAL OPERATIONS					
01/10/23	201-1600-517.71-03	(135,000)	FND FINAL PR & INT 2014S RESO # 2023-002		1362
	201-1600-517.72-03	(1,283)			
	201-1600-517.72-04	1,283			
	201-1600-517.72-04	4,000			
	201-1600-517.71-04	90,000			
	201-1600-517.71-04	135,000			
1 Budget Amendments/Transfers			Division 1600 Total	$94,000	
1 Total Budget Amendments/Transfers			**DEBT SERVICE FUND**	**$94,000**	
4010 - WATER ADMINISTRATION					
01/10/23	421-4010-581.91-25	3,829	15 DAY INT 2020S FY23 RESO # 2023-001		1357
01/19/23	421-4010-581.91-25	1,962	TRUE UP DEBT SRV INT PYMT TRULY ACCOUNTING ADJ		1457
2 Budget Amendments/Transfers			Division 4010 Total	$5,791	
4120 - WATER RECLAMATION					
01/19/23	421-4120-536.46-00	(28,000)	FND CRANE RENTAL DECEMBER CLEANUP		1462
	421-4120-536.44-00	28,000			
1 Budget Amendments/Transfers			Division 4120 Total	$0	
3 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$5,791**	
3570 - STORMWATER UTILITY					
01/10/23	423-3570-538.46-00	(15,248)	FND OUTFALL PIPE IRD/CARM RESO # 2023-006		1361
	423-3570-538.63-00	15,248			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Budget Amendments/Transfers			Division 3570 Total	$0	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$0**	
4700 - DEBT SERVICE					
01/10/23	425-4700-591.72-15	3,829	15 DAY INT 2020S FY23 RESO # 2023-001		1357
01/19/23	425-4700-591.72-12	1,962	TRUE UP DEBT SRV INT PYMT TRULY ACCOUNTING ADJ		1457
2 Budget Amendments/Transfers			Division 4700 Total	$5,791	
2 Total Budget Amendments/Transfers			**W/S RESTRICTED ASSETS**	**$5,791**	

20 Transfers & Amendments between 1/1/2023 and 1/31/2023

FY 2023 TOTAL TRANSFERS & AMENDMENTS **234,970**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2023 - Budget Tracking Worksheets\FY 2023 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Page 3

Date: 2/15/2023

Legislation Details (With Text)

File #:	23-124	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/15/2023			**In control:**	City Council
On agenda:	2/28/2023			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Classification Report January FY23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 15, 2023
Agenda Date: February 28, 2023
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending January 2023 (FY23) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This January 2023 (FY23) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2023 Budget by Classification Report - Summary Listing

1/31/2023

Target for January 2023 is 33%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 12,144,570	$ -	$ 8,452,461	$ 3,692,109	70%
OTHER PERMITS AND FEES	$ 5,051,611	$ -	$ 2,984,493	$ 2,067,118	59%
INTERGOVERNMENTAL	$ 2,502,739	$ -	$ 619,228	$ 1,883,511	25%
CHARGES FOR SERVICES	$ 6,860,492	$ -	$ 2,520,231	$ 4,340,261	37%
FINES AND FORFEITURES	$ 15,000	$ -	$ 4,477	$ 10,523	30%
MISCELLANEOUS	$ 516,941	$ -	$ 611,990	$ (95,049)	118%
OTHER SOURCES (NON-REVENUE)	$ 24,946,437	$ -	$ 5,628,975	$ 19,317,462	23%
REVENUE TOTALS	**$ 52,037,790**	**$ -**	**$ 20,821,854**	**$ 31,215,936**	**40%**
EXPENSE					
SALARIES AND BENEFITS	$ 27,685,138	$ 2,968	$ 7,531,620	$ 20,150,550	27%
OPERATING EXPENDITURES	$ 16,995,183	$ 3,738,951	$ 3,931,227	$ 9,325,006	45%
CAPITAL OUTLAY	$ 4,513,848	$ 926,195	$ 354,709	$ 3,232,944	28%
GRANTS, AIDS AND OTHER	$ 2,843,621	$ -	$ 1,733,647	$ 1,109,974	61%
EXPENSE TOTALS	**$ 52,037,790**	**$ 4,668,114**	**$ 13,551,202**	**$ 33,818,474**	**35%**
REVENUE TOTALS	**$ 52,037,790**	**$ -**	**$ 20,821,854**	**$ 31,215,936**	**40%**
EXPENSE TOTALS	**$ 52,037,790**	**$ 4,668,114**	**$ 13,551,202**	**$ 33,818,474**	**35%**
	$ -	**$ (4,668,114)**	**$ 7,270,652**	**$ (2,602,539)**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	154,993	253,989.40	164	7,198,627	7,297,623.38	101	8,438,570	1,140,946.62
20 00	DELINQUENT TAXES	1,250	13.77	1	5,000	262.75	5	15,000	14,737.25
25 00	PENALTIES RE: TAXES	339	74.01	22	12,284	12,019.16	98	15,000	2,980.84
30 00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311 **	AD VALOREM	156,582	254,077.18	162	7,215,911	7,309,905.29	101	8,668,570	1,358,664.71
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	49,166	67,363.27	137	196,664	166,641.46	85	590,000	423,358.54
312 **	SALES USE AND FUEL TAXES	49,166	67,363.27	137	196,664	166,641.46	85	590,000	423,358.54
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	133,333	157,126.30	118	533,332	502,406.18	94	1,600,000	1,097,593.82
30 00	WATER-COCOA	32,083	41,226.98	129	128,332	145,139.61	113	385,000	239,860.39
40 00	GAS	5,000	5,105.74	102	20,000	12,684.34	63	60,000	47,315.66
80 00	PROPANE	2,000	4,527.08	226	8,000	8,588.59	107	24,000	15,411.41
314 **	UTILITY SERVICE TAX	172,416	207,986.10	121	689,664	668,818.72	97	2,069,000	1,400,181.28
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	55,833	46,074.32	83	223,332	213,863.31	96	670,000	456,136.69
315 **	COMMUNICATION SERVICE TAX	55,833	46,074.32	83	223,332	213,863.31	96	670,000	456,136.69
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	6,237	2,458.50	39	97,011	93,231.80	96	147,000	53,768.20
316 **	LOCAL BUSINESS TAX	6,237	2,458.50	39	97,011	93,231.80	96	147,000	53,768.20
310 ***	TAXES	440,234	577,959.37		8,422,582	8,452,460.58		12,144,570	3,692,109.42
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
10 00	TRAINING SURCHARGE	0	191.31		0	396.84		0	396.84-
322 **	BUILDING PERMITS	0	191.31		0	396.84		0	396.84-
323	FRANCHISE FEES								
10 00	ELECTRICITY	108,333	136,532.20	126	433,332	281,447.73	65	1,300,000	1,018,552.27
40 00	GAS	7,083	7,741.04	109	28,332	21,614.13	76	85,000	63,385.87
70 00	SOLID WASTE	24,166	24,845.22	103	96,664	99,680.94	103	290,000	190,319.06
323 **	FRANCHISE FEES	139,582	169,118.46	121	558,328	402,742.80	72	1,675,000	1,272,257.20
325	SPECIAL ASSESSMENT								
22 01	FIRE ASSESSMENT	79,865	120,906.91	151	2,498,694	2,539,734.98	102	3,137,611	597,876.02

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
22	02	F ASSMNT DELINQ TAXES	0	318.77		2,000	6,230.03	312	2,000	4,230.03-
22	03	F ASSMNT PENALTIES	0	91.76		2,000	5,849.50	293	2,000	3,849.50-
22	04	F ASSMNT TAX CERTS	0	.00		0	.00		130,000	130,000.00
22	*	FIRE PROTECTION	79,865	121,317.44	152	2,502,694	2,551,814.51	102	3,271,611	719,796.49
325	**	SPECIAL ASSESSMENT	79,865	121,317.44	152	2,502,694	2,551,814.51	102	3,271,611	719,796.49
329		OTHER PERMITS & FEES								
10	01	FIRE INSPECTION FEES	0	.00		15,000	16,623.00	111	15,000	1,623.00-
10	*	INSPECTION FEES	0	.00		15,000	16,623.00	111	15,000	1,623.00-
25	00	PLANNING AND ZONING	6,250	4,902.56	78	25,000	12,915.86	52	75,000	62,084.14
35	00	FIRE INSPECTIONS	0	.00		0	.00		15,000	15,000.00
329	**	OTHER PERMITS & FEES	6,250	4,902.56	78	40,000	29,538.86	74	105,000	75,461.14
320	***	OTHER PERMITS & FEES	225,697	295,529.77		3,101,022	2,984,493.01		5,051,611	2,067,117.99
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
20	15	VOCA-2021-COCOA PD	0	10,050.86		0	10,050.86		0	10,050.86-
20	19	JAG 2020-DJ-BX-0410	0	.00		0	16,617.00-		0	16,617.00
20	21	BPV 2020 96472	0	.00		0	588.00-		0	588.00
20	22	JAG 21-GG-01363	0	.00		0	4,941.60-		0	4,941.60
20	23	BULLET PROOF VEST 2021	0	.00		0	588.00-		0	588.00
20	24	VOCA-2022-COCOA PD-00181	10,727	.00		42,908	.00		128,734	128,734.00
20	25	JAG 2022-22-GG-02810	1,176	.00		4,704	.00		14,108	14,108.00
20	26	BULLET PROOF VEST 2022	218	.00		218	.00		1,960	1,960.00
20	*	PUBLIC SAFETY	12,121	10,050.86	83	47,830	12,683.74-	27	144,802	157,485.74
39	12	USDA/FOREST SVC 26866	1,250	.00		5,000	.00		15,000	15,000.00
50	01	FEDERAL DISASTER REIMB	0	4,678.93		0	4,678.93		0	4,678.93-
331	**	FEDERAL GRANTS	13,371	14,729.79	110	52,830	8,004.81-	15	159,802	167,806.81
333		PAYMENT IN LIEU OF TAXES								
333	**	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00
334		STATE GRANT								
70	*	CULTURAL/RECREATIONAL	0	.00		0	.00		0	.00
334	**	STATE GRANT	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	45,833	53,644.39	117	183,332	214,577.57	117	550,000	335,422.43
12 20	8TH CNT MUNICIPAL GAS TAX	12,833	13,503.42	105	51,332	54,013.70	105	154,000	99,986.30
12 *	STATE REVENUE SHARING	58,666	67,147.81	115	234,664	268,591.27	115	704,000	435,408.73
14 00	MOBILE HOME LICENSES	2,083	7,144.57	343	8,332	14,989.17	180	25,000	10,010.83
15 00	ALCOHOLIC BEVERAGE	2,083	2,198.98	106	8,332	2,198.98	26	25,000	22,801.02
18 00	LOCAL GOVERNMENT 1/2 CENT	103,333	112,333.49	109	413,332	337,257.68	82	1,240,000	902,742.32
21 00	FIREFIGHTER SUPPLEMENTAL	0	.00		4,000	4,195.33	105	16,000	11,804.67
29 21	POL PEN STATE CONTR	0	.00		0	.00		188,476	188,476.00
29 22	FIRE PEN STATE CONTR	0	.00		0	.00		124,461	124,461.00
29 *	OTHER PUBLIC SAFETY	0	.00		0	.00		312,937	312,937.00
41 00	FUEL TAX REFUNDS	1,666	.00		6,664	.00		20,000	20,000.00
335 **	STATE SHARED REVENUES	167,831	188,824.85	113	675,324	627,232.43	93	2,342,937	1,715,704.57
337	GRANTS FROM LOCAL UNITS								
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	181,202	203,554.64		728,154	619,227.62		2,502,739	1,883,511.38
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
40 00	CERTIFY/COPY/SEARCH	11,108	8,332.97	75	44,432	24,665.39	56	133,300	108,634.61
90 12	PASSPORT EXECUTION FEES	250	280.00	112	1,000	840.00	84	3,000	2,160.00
341 **	GENERAL GOVERNMENT	11,358	8,612.97	76	45,432	25,505.39	56	136,300	110,794.61
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	9,770	13,935.10	143	39,080	62,412.60	160	117,250	54,837.40
10 02	SCHOOL RES OFFICER	15,625	48,750.00	312	62,500	97,500.00	156	187,500	90,000.00
10 *	SVC CHG - LAW ENF SERVICE	25,395	62,685.10	247	101,580	159,912.60	157	304,750	144,837.40
20 00	SVC CHG - FIRE PROTECTION	0	2,100.00		0	10,475.00		0	10,475.00-
90 00	OTHER PUBLIC SAFETY	83	.00		332	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	625	.00		2,500	.00		7,500	7,500.00
90 *	OTHER PUBLIC SAFETY	708	.00		2,832	.00		8,500	8,500.00
342 **	PUBLIC SAFETY	26,103	64,785.10	248	104,412	170,387.60	163	313,250	142,862.40

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	48,870	100,818.90	206	195,480	201,657.45	103	586,440	384,782.55
37 11	ROCKLEDGE	27,150	28,303.30	104	108,600	110,244.28	102	325,800	215,555.72
37 12	SUN LAKE	352	360.10	102	1,408	1,429.50	102	4,235	2,805.50
37 13	CLNY PK-M.I.UTIL CO.	179	192.40	108	716	763.80	107	2,150	1,386.20
37 16	COCOA BEACH	10,208	10,687.20	105	40,832	42,000.42	103	122,501	80,500.58
37 17	CAPE CANAVERAL	8,688	8,722.00	100	34,752	34,355.45	99	104,256	69,900.55
37 18	TITUSVILLE	391	395.20	101	1,564	1,583.60	101	4,692	3,108.40
37 *	WATER BILLING SERVICES	95,838	149,479.10	156	383,352	392,034.50	102	1,150,074	758,039.50
39 01	SERVICE CHARGES	40,000	77,546.65	194	160,000	311,329.22	195	480,000	168,670.78
39 03	ADMIN CHARGES	35,000	40,275.00	115	140,000	160,695.00	115	420,000	259,305.00
39 04	PENALTIES	60,000	77,446.76	129	240,000	252,486.07	105	720,000	467,513.93
39 05	NSF CHECKS	2,500	4,793.25	192	10,000	15,759.71	158	30,000	14,240.29
39 13	HIGH CONSUMP CHGS	291	350.00	120	1,164	2,120.00	182	3,500	1,380.00
39 *	WATER OTHER INCOME	137,791	200,411.66	145	551,164	742,390.00	135	1,653,500	911,110.00
41 10	SOLID WASTE	206,333	221,012.79	107	825,332	875,888.72	106	2,476,000	1,600,111.28
41 20	RECYCLING REVENUE	32,416	33,094.50	102	129,664	130,008.53	100	389,000	258,991.47
41 30	GREEN WASTE	36,166	37,481.21	104	144,664	148,054.90	102	434,000	285,945.10
41 *	GARBAGE COLLECTION	274,915	291,588.50	106	1,099,660	1,153,952.15	105	3,299,000	2,145,047.85
90 01	FDOT MEDIAN MAINT	5,927	.00		23,708	15,632.50	66	71,130	55,497.50
90 03	FDOT MNT SIGNAL/HWY LIGHT	9,789	.00		39,156	.00		117,479	117,479.00
90 *	OTHER PHYSICAL ENVIRON	15,716	.00		62,864	15,632.50	25	188,609	172,976.50
343 **	PHYSICAL ENVIRONMENT	524,260	641,479.26	122	2,097,040	2,304,009.15	110	6,291,183	3,987,173.85
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	41	218.00	532	164	372.00	227	500	128.00
39 10	PORCHER HOUSE - REVENUES	2,333	980.00	42	9,332	2,530.00	27	28,000	25,470.00
39 11	TENANT MAINTENANCE FEES	0	99.53		0	497.65		0	497.65-
39 20	COCOA CIVIC CENTER	2,916	1,050.00	36	11,664	2,197.14	19	35,000	32,802.86
39 30	RIVERFRONT PARK	916	740.00	81	3,664	2,220.00	61	11,000	8,780.00
39 *	OTHER CULTURAL SERVICES	6,165	2,869.53	47	24,660	7,444.79	30	74,000	66,555.21
40 05	SPECIAL EVENT PERMITS	2,500	4,500.00	180	10,000	10,850.00	109	30,000	19,150.00
50 10	EVENT FEES	229	.00		916	622.05	68	2,759	2,136.95
50 30	ADVERTISING/SPONSORSHIPS	416	.00		1,664	500.00	30	5,000	4,500.00
50 50	MISC FURNISHINGS	625	.00		2,500	540.00	22	7,500	6,960.00
50 *	SPECIAL REC FACILITIES	1,270	.00		5,080	1,662.05	33	15,259	13,596.95
347 **	CULTURE/RECREATION	9,976	7,587.53	76	39,904	20,328.84	51	119,759	99,430.16
340 ***	CHARGES FOR SERVICES	571,697	722,464.86		2,286,788	2,520,230.98		6,860,492	4,340,261.02

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,250	1,663.43	133	5,000	4,477.37	90	15,000	10,522.63
351 **	JUDGMENTS AND FINES	1,250	1,663.43	133	5,000	4,477.37	90	15,000	10,522.63
350 ***	FINES AND FORFEITURES	1,250	1,663.43		5,000	4,477.37		15,000	10,522.63
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	3,144	19,966.00	635	54,844	85,209.52	155	80,000	5,209.52-
10 02	INVESTMENT INTEREST	6,009	66,855.80	1113	51,927	171,057.81	329	100,000	71,057.81-
10 10	SBA	50	2,029.76	4060	200	7,017.02	3509	600	6,417.02-
10 11	INTEREST/CBOS	91	.00		364	211.05	58	1,100	888.95
10 *	INTEREST	9,294	88,851.56	956	107,335	263,495.40	246	181,700	81,795.40-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	9,294	88,851.56	956	107,335	263,495.40	246	181,700	81,795.40-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	3,971	12,546.66	316	100,232	91,283.93	91	132,000	40,716.07
39 10	PORCHER HOUSE	0	1,330.56		0	6,652.80		0	6,652.80-
39 20	CIVIC CENTER	0	660.00		0	3,300.00		0	3,300.00-
39 *	RENTALS AND LEASES	0	1,990.56		0	9,952.80		0	9,952.80-
362 **	RENT AND ROYALTIES	3,971	14,537.22	366	100,232	101,236.73	101	132,000	30,763.27
364	DISPOSITION FIXED ASSETS								
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	8,844.94		0	8,844.94-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	8,844.94		0	8,844.94-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	427.95		0	427.95		0	427.95-
365 **	SALE SURPLUS MTRLS &SCRAP	0	427.95		0	427.95		0	427.95-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	3,044	700.00	23	4,367	2,646.00	61	28,728	26,082.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	3,044	700.00	23	4,367	2,646.00	61	28,728	26,082.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
368		PENSION CONTRIBUTIONS								
368	**	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
	90 00	OTHER MISC REVENUES	100	171,095.64	1096	400	191,679.06	7920	1,200	190,479.06-
	90 03	CODE ENF ABATE/DEMO REV	8,114	7,459.76	92	32,456	15,064.18	46	97,375	82,310.82
	90 04	MISC. POLICE REVENUES	1,165	69.50	6	4,660	887.62	19	13,988	13,100.38
	90 05	INVESTIGATIVE COSTS REIM	4,537	4,482.35	99	18,148	10,021.99	55	54,450	44,428.01
	90 09	PROPERTY REGISTRATION	625	200.00	32	2,500	800.00	32	7,500	6,700.00
	90 *	OTHER MISC REVENUES	14,541	183,307.25	1261	58,164	218,452.85	376	174,513	43,939.85-
	96 00	INSURANCE REFUND/PROCEEDS	0	16,885.92		0	16,885.92		0	16,885.92-
369	**	OTHER MISC REVENUES	14,541	200,193.17	1377	58,164	235,338.77	405	174,513	60,825.77-
360	***	MISCELLANEOUS REVENUES	30,850	304,709.90		270,098	611,989.79		516,941	95,048.79-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
	91 10	TRF FROM COCOA CRA (110)	0	18,566.67		222,800	74,266.68	33	222,800	148,533.32
	91 *	TRANSFER FROM	0	18,566.67		222,800	74,266.68	33	222,800	148,533.32
	94 21	TRANS FR 421 OH ALLOC	0	632,527.58		7,590,331	2,530,110.32	33	7,590,331	5,060,220.68
	94 23	TRANS FR 423 OH ALLOC	0	24,801.83		297,622	99,207.32	33	297,622	198,414.68
	94 *	INTERFUND TRANSFER	0	657,329.41		7,887,953	2,629,317.64	33	7,887,953	5,258,635.36
381	**	INTERFUND TRANSFER	0	675,896.08		8,110,753	2,703,584.32	33	8,110,753	5,407,168.68
382		CONTRIBUTIONS ENTERPRISE								
	40 00	CONTRIBUTIONS (ROI)	587,997	587,997.58	100	2,351,988	2,351,990.32	100	7,055,971	4,703,980.68
	40 01	6% PILOFF	143,350	143,350.08	100	573,400	573,400.32	100	1,720,201	1,146,800.68
	40 *	CONTRIBUTIONS (ROI)	731,347	731,347.66	100	2,925,388	2,925,390.64	100	8,776,172	5,850,781.36
382	**	CONTRIBUTIONS ENTERPRISE	731,347	731,347.66	100	2,925,388	2,925,390.64	100	8,776,172	5,850,781.36
384		DEBT PROCEEDS								
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
	99 11	RESTR. CASH CARRY FORWARD	300	.00		1,200	.00		3,600	3,600.00
	99 50	FUND BAL-APPROP. RESERVES	729,978	.00		2,216,082	.00		8,055,912	8,055,912.00
	99 *	BALANCE FORWARD	730,278	.00		2,217,282	.00		8,059,512	8,059,512.00
389	**	NON OPERATING SOURCES	730,278	.00		2,217,282	.00		8,059,512	8,059,512.00

380	***	OTHER SOURCES(NON-REV)	1,461,625	1,407,243.74	13,253,423	5,628,974.96	24,946,437	19,317,462.04
FUND TOTAL		GENERAL FUND	2,912,555	3,513,125.71	28,067,067	20,821,854.31	52,037,790	31,215,935.69
GRAND TOTAL			2,912,555	3,513,125.71	28,067,067	20,821,854.31	52,037,790	31,215,935.69

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	75337	60611.36	81	301348	244268.32	81	.00	904093	659824.68	27
11 **	EXECUTIVE SALARIES	75337	60611.36	81	301348	244268.32	81	.00	904093	659824.68	27
12-00	REGULAR SALARIES & WAGES	1126832	919937.25	82	4509737	3767452.90	84	.00	13524518	9757065.10	28
12-06	SALARIES/CONTRACTUAL	7024	7628.00	109	28096	36661.50	131	.00	84299	47637.50	44
12-07	EMS 1ST RESPONDER	0	.00	0	0	141.00	0	.00	0	141.00-	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	9420	.00	0	37680	40957.97	109	.00	113053	72095.03	36
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1143276	927565.25	81	4575513	3845213.37	84	.00	13721870	9876656.63	28
13-00	OTHER SALARIES & WAGES	107419	82306.57	77	429676	308981.15	72	.00	1289057	980075.85	24
13 **	OTHER SALARIES & WAGES	107419	82306.57	77	429676	308981.15	72	.00	1289057	980075.85	24
14-00	OVERTIME	45236	68668.86	152	180944	297501.38	164	.00	542921	245419.62	55
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	45236	68668.86	152	180944	297501.38	164	.00	542921	245419.62	55
15-00	SPECIAL PAY	26510	33189.18	125	106040	136561.36	129	.00	318144	181582.64	43
15 **	SPECIAL PAY	26510	33189.18	125	106040	136561.36	129	.00	318144	181582.64	43
20-00	CLOTHING/SHOE ALLOWANCE	1956	120.00	6	7824	7810.00	100	.00	23485	15675.00	33
20 **	CLOTHING/SHOE ALLOWANCE	1956	120.00	6	7824	7810.00	100	.00	23485	15675.00	33
21-00	FICA TAXES	104753	88154.48	84	419012	361914.58	86	.00	1257170	895255.42	29
21 **	FICA TAXES	104753	88154.48	84	419012	361914.58	86	.00	1257170	895255.42	29
22-00	RETIREMENT CONTRIBUTIONS	93534	81508.77	87	374136	328632.33	88	.00	1122518	793885.67	29
22-01	LICENSED POLICE/FIRE	196125	145868.32	74	784500	645030.94	82	.00	2353521	1708490.06	27
22-02	STATE CONTRIBUTIONS	21799	.00	0	138516	.00	0	.00	312937	312937.00	0
22-03	NON-FRS RETIREMENT PLAN	2737	2615.02	96	10948	10727.78	98	.00	32854	22126.22	33
22 **	RETIREMENT CONTRIBUTIONS	314195	229992.11	73	1308100	984391.05	75	.00	3821830	2837438.95	26

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-00	INSURANCES	6495	4154.58	64	25980	14299.57	55	.00	78043	63743.43	18
23-02	MEDICARE PART B	35140	21904.93	62	140560	138879.23	99	2968.20	421680	279832.57	34
23-04	MEDICAL	304042	244751.89	81	1216168	838486.35	69	.00	3648653	2810166.65	23
23-05	HEALTH GF RETIREES 50%	4471	4024.44	90	17884	16544.92	93	.00	53660	37115.08	31
23-06	HEALTH GF RETIREES 100%	23252	20564.02	88	93008	83150.40	89	.00	279032	195881.60	30
23-07	DENTAL INSURANCE	15279	11882.92	78	61116	42254.19	69	.00	183490	141235.81	23
23-08	VISION INSURANCE	2809	2242.58	80	11236	7969.49	71	.00	33823	25853.51	24
23-09	LONG TERM DISABILITY	4170	3962.56	95	16680	13591.36	82	.00	50147	36555.64	27
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	395658	313487.92	79	1582632	1155175.51	73	2968.20	4748528	3590384.29	24
24-00	WORKER'S COMPENSATION	67308	29055.23	43	269232	131044.36	49	.00	807837	676792.64	16
24 **	WORKER'S COMPENSATION	67308	29055.23	43	269232	131044.36	49	.00	807837	676792.64	16
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	3332	1503.84	45	.00	10000	8496.16	15
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	3332	1503.84	45	.00	10000	8496.16	15
27-00	BENEFIT OFFSET	20016	17954.04	90	80064	57254.78	72	.00	240203	182948.22	24
27 **	BENEFIT OFFSET	20016	17954.04	90	80064	57254.78	72	.00	240203	182948.22	24
28-00	PERS SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PERS SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	18030	18434.73	102	346537	101946.42	29	291990.39	498908	104971.19	79
31-01	LEGAL EXPENSES	4706	32467.70	690	440574	112790.88	26	318341.12	478227	47095.00	90
31-02	MEDICAL SERVICES	0	71.10	0	47850	3742.10	8	39107.90	47850	5000.00	90
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	0	.00	0	13905	.00	0	13905.00	13905	.00	100
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	30000	30000.00	0
31-13	FIND BV-C0-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
31-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM CIVIL RIGHTS	0	.00	0	0	.00	0	.00	0	.00	0
31-16	HISTORICAL PRESERVATN	0	.00	0	0	.00	0	.00	0	.00	0
31-33	EMPLOYEE HEALTH CENTER	0	31784.40	0	364656	85185.31	23	279470.69	364656	.00	100
31 **	PROFESSIONAL SERVICES	22736	82757.93	364	1213522	303664.71	25	942815.10	1433546	187066.19	87
32-00	ACCOUNTING & AUDITING	0	.00	0	74000	6000.00	8	62000.00	74000	6000.00	92
32 **	ACCOUNTING & AUDITING	0	.00	0	74000	6000.00	8	62000.00	74000	6000.00	92
34-00	CONTRACT SERVICES	55711	112023.84	201	648290	345238.26	53	637480.01	1096223	113504.73	90
34-03	CUSTOMER SERVICE CONTRACT	263727	273783.76	104	791181	803082.88	102	.00	2901000	2097917.12	28
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	2240	30082.65	1343	432072	118970.60	28	306381.90	450000	24647.50	95
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34-23	JAG 2022-22-GG-02810	0	.00	0	14108	.00	0	14108.00	14108	.00	100
34 **	CONTRACT SERVICES	321678	415890.25	129	1885651	1267291.74	67	957969.91	4461331	2236069.35	50
39-00	CONTINGENCY	14973	.00	0	67230	.00	0	.00	187026	187026.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	8894	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	19420	.00	0	76124	.00	0	.00	187026	187026.00	0
40-00	TRAVEL & PER DIEM	7003	5675.19	81	28326	12869.89	45	900.00	92563	78793.11	15
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	0	.00	0	0	1930.00	0	.00	0	1930.00-	0
40 **	TRAVEL & PER DIEM	7003	5675.19	81	28326	14799.89	52	900.00	92563	76863.11	17

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
41-00	COMMUNICATION	1364	11807.92	866	184317	61389.13	33	123596.54	195244	10258.33	95
41-35	VOCA-2022-COCOA PD-00181	0	90.60	0	1080	453.06	42	626.90	1080	.04	100
41 **	COMMUNICATION	1364	11898.52	872	185397	61842.19	33	124223.44	196324	10258.37	95
42-00	POSTAGE & FREIGHT	46807	37991.98	81	165131	127775.80	77	320738.08	478492	29978.12	94
42 **	POSTAGE & FREIGHT	46807	37991.98	81	165131	127775.80	77	320738.08	478492	29978.12	94
43-00	ELECTRIC/WATER/SEWER	679852	139560.20	21	742465	190466.61	26	300573.26	808120	317080.13	61
43 **	ELECTRIC/WATER/SEWER	679852	139560.20	21	742465	190466.61	26	300573.26	808120	317080.13	61
44-00	RENTALS AND LEASES	4768	12326.81	259	66901	25649.10	38	74435.90	105785	5700.00	95
44 **	RENTALS AND LEASES	4768	12326.81	259	66901	25649.10	38	74435.90	105785	5700.00	95
45-00	INSURANCE	78	.00	0	330983	331016.28	100	.00	645660	314643.72	51
45 **	INSURANCE	78	.00	0	330983	331016.28	100	.00	645660	314643.72	51
46-00	REPAIRS & MAINTENANCE	100426	61792.48	62	481728	186518.61	39	334361.72	961858	440977.67	54
46-02	REPAIR/MAINTENANCE-BLDG	28045	25537.24	91	119257	74695.55	63	44282.24	343634	224656.21	35
46-03	REPAIR/MAINT-VEHICLES	32954	5651.34	17	148098	48456.95	33	35709.47	411809	327642.58	20
46-05	HYDRANT FEES	20817	20615.36	99	83268	82461.44	99	.00	249805	167343.56	33
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	182242	113596.42	62	832351	392132.55	47	414353.43	1967106	1160620.02	41
47-00	PRINTING & BINDING	17035	10881.70	64	82361	40100.27	49	138531.54	187337	8705.19	95
47 **	PRINTING & BINDING	17035	10881.70	64	82361	40100.27	49	138531.54	187337	8705.19	95
48-00	PROMOTIONAL ACTIVITIES	5067	2709.48	54	23236	16099.01	69	.00	71125	55025.99	23
48-11	BUSINESS ASSIST. PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	5067	2709.48	54	23236	16099.01	69	.00	71125	55025.99	23
49-00	OTHER CHARGES & OBLIG.	19262	9544.37	50	105615	45948.10	44	49719.98	252162	156493.92	38
49-02	ADVERTISING	25	99.99	400	100	99.99	100	.00	300	200.01	33
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-06	BROWNFIELD PROG CITY COST	416	.00	0	1664	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	2642.30-	0	0	12530.02-	0	.00	0	12530.02	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	6664	.00	0	.00	20000	20000.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	21369	7002.06	33	114043	33518.07	29	49719.98	277462	194223.95	30
51-00	OFFICE SUPPLIES	3884	1616.93	42	15733	6955.18	44	.00	46930	39974.82	15
51 **	OFFICE SUPPLIES	3884	1616.93	42	15733	6955.18	44	.00	46930	39974.82	15
52-00	OPERATING SUPPLIES	38484	30672.71	80	469663	455830.73	97	29888.23	904100	418381.04	54
52-02	UNIFORMS	3779	389.71	10	29888	10413.47	35	16543.76	60137	33179.77	45
52-05	EMS 1st RESP-CONSUM SUPP	1646	3694.09	224	41297	13159.57	32	22969.43	54465	18336.00	66
52-07	JANITORIAL SUPPLIES	4211	3197.71	76	16844	10347.97	61	.00	50555	40207.03	21
52-10	HEATING FUEL	0	291.79	0	4443	997.56	23	3445.44	4443	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	129-	.00	0	1028	.00	0	.00	0	.00	0
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	0	.00	0	0	.00	0	.00	0	.00	0
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	11760.00	0	25444	12936.00	51	12508.00	25444	.00	100
52-26	BULLET PROOF VEST 2022	436	.00	0	436	.00	0	.00	3920	3920.00	0
52-30	FUEL OIL & LUBRICANTS	47634	20026.76	42	190998	67162.40	35	.00	572161	504998.60	12
52-33	EMPLOYEE HEALTH CENTER	0	10819.29	0	176400	27947.88	16	148452.12	176400	.00	100
52-35	VOCA-2022-COCOA PD-00181	28	.00	0	427	370.95	87	.00	651	280.05	57
52 **	OPERATING SUPPLIES	96089	80852.06	84	956868	599166.53	63	233806.98	1852276	1019302.49	45
53-00	ROAD MATERIALS/SUPPLIES	3181	6228.82	196	12724	8797.99	69	1993.56	38175	27383.45	28

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53 **	ROAD MATERIALS/SUPPLIES	3181	6228.82	196	12724	8797.99	69	1993.56	38175	27383.45	28
54-00	MEMBERSHIP/PUBLICATIONS	4550	1224.95	27	40552	18751.86	46	780.00	66978	47446.14	29
54 **	MEMBERSHIP/PUBLICATIONS	4550	1224.95	27	40552	18751.86	46	780.00	66978	47446.14	29
55-00	TRAINING	11054	9461.00	86	68397	40113.00	59	5362.50	164046	118570.50	28
55-01	EDA PROGRAM	2583	2287.92	89	10332	2287.92	22	.00	31000	28712.08	7
55-22	JAG 21-GG-01363	0	.00	0	0	5390.00	0	.00	0	5390.00-	0
55-35	VOCA-2022-COCOA PD-00181	116	.00	0	464	.00	0	.00	1397	1397.00	0
55 **	TRAINING	13753	11748.92	85	79193	47790.92	60	5362.50	196443	143289.58	27
56-15	IT-RELATED OPERATING EXP	39483	13332.95	34	499556	439408.13	88	110746.86	3808504	3258349.01	14
56 **	TECHNOLOGY SYSTEMS	39483	13332.95	34	499556	439408.13	88	110746.86	3808504	3258349.01	14
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	87929	.00	0	263787	.00	0	.00	967218	967218.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	87929	.00	0	263787	.00	0	.00	967218	967218.00	0
63-00	INFRASTRUCTURE	133121	4352.23	3	699888	6992.23	1	389176.12	1764857	1368688.65	22
63-07	IMPROVE OTHER THAN BLDG	7727	.00	0	23181	.00	0	.00	85000	85000.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	140848	4352.23	3	723069	6992.23	1	389176.12	1849857	1453688.65	21
64-00	MACHINERY AND EQUIPMENT	73106	9233.84	13	907784	306198.84	34	537018.80	1611442	768224.36	52
64-01	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	1074-	.00	0	93926	41517.68	44	.00	85331	43813.32	49
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	72032	9233.84	13	1001710	347716.52	35	537018.80	1696773	812037.68	52
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	0	.00	0	1245020	1245020.00	100	.00	1245020	.00	100
81 **	AIDS TO GOVT AGENCY	0	.00	0	1245020	1245020.00	100	.00	1245020	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	4166	.00	0	16664	.00	0	.00	50000	50000.00	0
83-11	UPSTART COCOA PROGRAM	500	.00	0	8500	7500.00	88	.00	12500	5000.00	60

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
83 **	OTHER GRANTS & AIDS	4666	.00	0	25164	7500.00	30	.00	62500	55000.00	12
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	10444	120281.67	1152	1452545	481126.68	33	.00	1536101	1054974.32	31
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	10444	120281.67	1152	1452545	481126.68	33	.00	1536101	1054974.32	31
FUND 001	TOTAL *********										
	GENERAL FUND	4108775	2940267.91	72	21400129	13551201.96	63	4668113.66	52037790	33818474.38	35
GRAND	TOTAL *********										
		4108775	2940267.91	72	21400129	13551201.96	63	4668113.66	52037790	33818474.38	35

FY 2023 Budget by Classification Report - Summary Listing

1/31/2023

Target for January 2023 is 33%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 72,221,630	$ -	$ 23,903,306	$ 48,318,324	33%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 310,112	$ -	$ 194,100	$ 116,012	63%
OTHER SOURCES (*NON-REVENUE)	$ 23,084,832	$ -	$ -	$ 23,084,832	0%
REVENUE TOTALS	**$ 95,616,574**	**$ -**	**$ 24,097,405**	**$ 71,519,169**	**25%**
EXPENSE					
SALARIES AND BENEFITS	$ 19,201,399	$ -	$ 5,234,187	$ 13,967,212	27%
OPERATING EXPENDITURES	$ 26,030,110	$ 8,676,820	$ 5,239,960	$ 12,113,331	53%
CAPITAL OUTLAY	$ 11,063,589	$ 1,337,162	$ 379,814	$ 9,346,614	16%
GRANTS, AIDS AND OTHER	$ 39,321,476	$ -	$ 23,408,774	$ 15,912,702	60%
EXPENSE TOTALS	**$ 95,616,574**	**$ 10,013,981**	**$ 34,262,734**	**$ 51,339,859**	46%
REVENUE TOTALS	**$ 95,616,574**	**$ -**	**$ 24,097,405**	**$ 71,519,169**	**25%**
EXPENSE TOTALS	**$ 95,616,574**	**$ 10,013,981**	**$ 34,262,734**	**$ 51,339,859**	**46%**
**	**$ -**	**$ (10,013,981)**	**$ (10,165,328)**	**$ 20,179,310**	

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
03	*	IMPACT FEES - RETAIL BLDG	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00
320	***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
31	00	WATER SALES	5,052,604	5,345,795.79	106	20,210,416	19,854,483.41	98	60,631,253	40,776,769.59
33	00	WATER CONNECTION FEE	47,267	47,365.75	100	189,068	177,128.70	94	567,211	390,082.30
36	00	WATER HYDRANT FEES	327,416	333,788.99	102	1,309,664	1,331,613.53	102	3,928,996	2,597,382.47
39	06	HYDRANT RESID FLOW TEST	141	980.00	695	564	4,620.00	819	1,696	2,924.00-
39	07	BACKFLOW DEVICE TEST	12,808	18,790.38	147	51,232	74,567.63	146	153,700	79,132.37
39	08	JUMPER METERS	62	180.00	290	742	860.00	116	742	118.00-
39	09	PLAN REVIEW/CONST INSPECT	0	4,620.00		12,720	18,240.00	143	12,720	5,520.00-
39	10	BACKFLOW PRV/RLCT TEMP	0	465.42		530	831.68	157	530	301.68-
39	*	WATER OTHER INCOME	13,011	25,035.80	192	65,788	99,119.31	151	169,388	70,268.69
51	00	SEWER SALES	541,569	635,890.58	117	2,166,276	2,302,400.41	106	6,498,835	4,196,434.59
51	*	SEWER SALES	541,569	635,890.58	117	2,166,276	2,302,400.41	106	6,498,835	4,196,434.59
59	01	GREASE TRAP PERMITS	547	763.67	140	2,188	3,027.80	138	6,572	3,544.20
60	00	REUSE WATER SALES	34,329	4,831.24	14	137,316	131,697.16	96	411,955	280,257.84
60	01	REUSE WATER INSTALLATION	618	3,371.60	546	2,472	3,835.52	155	7,420	3,584.48
60	*	REUSE WATER SALES	34,947	8,202.84	24	139,788	135,532.68	97	419,375	283,842.32
343	**	PHYSICAL ENVIRONMENT	6,017,361	6,396,843.42	106	24,083,188	23,903,305.84	99	72,221,630	48,318,324.16
340	***	CHARGES FOR SERVICES	6,017,361	6,396,843.42		24,083,188	23,903,305.84		72,221,630	48,318,324.16

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT			ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360			MISCELLANEOUS REVENUES								
361			INTEREST & OTHER EARNINGS								
	10	00	INTEREST	0	.00		0	10,165.49		0	10,165.49-
	10	02	INVESTMENT INTEREST	20,320	58,667.36	289	81,280	160,020.87	197	243,849	83,828.13
	10	*	INTEREST	20,320	58,667.36	289	81,280	170,186.36	209	243,849	73,662.64
	40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361		**	INTEREST & OTHER EARNINGS	20,320	58,667.36	289	81,280	170,186.36	209	243,849	73,662.64
362			RENT AND ROYALTIES								
	00	00	RENT AND ROYALTIES	78	.00		1,378	1,300.00	94	1,378	78.00
362		**	RENT AND ROYALTIES	78	.00		1,378	1,300.00	94	1,378	78.00
364			DISPOSITION FIXED ASSETS								
	10	00	GAIN/(LOSS)SALE OF F/A	833	.00		3,332	.00		10,000	10,000.00
364		**	DISPOSITION FIXED ASSETS	833	.00		3,332	.00		10,000	10,000.00
365			SALE SURPLUS MTRLS &SCRAP								
	00	00	SALE SURPLUS MTRLS &SCRAP	265	.00		1,060	.00		3,180	3,180.00
365		**	SALE SURPLUS MTRLS &SCRAP	265	.00		1,060	.00		3,180	3,180.00
369			OTHER MISC REVENUES								
	90	00	OTHER MISC REVENUES	4,308	5,716.44	133	17,232	22,613.28	131	51,705	29,091.72
	90	*	OTHER MISC REVENUES	4,308	5,716.44	133	17,232	22,613.28	131	51,705	29,091.72
369		**	OTHER MISC REVENUES	4,308	5,716.44	133	17,232	22,613.28	131	51,705	29,091.72
360		***	MISCELLANEOUS REVENUES	25,804	64,383.80		104,282	194,099.64		310,112	116,012.36
380			OTHER SOURCES(NON-REV)								
381			INTERFUND TRANSFER								
	91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381		**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383			INSTLMT PURCH/CAP LEASE								
383		**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	2,020,747	.00		6,918,840	.00		23,084,832	23,084,832.00
99 *	BALANCE FORWARD	2,020,747	.00		6,918,840	.00		23,084,832	23,084,832.00
389 **	NON OPERATING SOURCES	2,020,747	.00		6,918,840	.00		23,084,832	23,084,832.00
380 ***	OTHER SOURCES(NON-REV)	2,020,747	.00		6,918,840	.00		23,084,832	23,084,832.00
FUND TOTAL	WATER/SEWER FUND	8,063,912	6,461,227.22		31,106,310	24,097,405.48		95,616,574	71,519,168.52
GRAND TOTAL		8,063,912	6,461,227.22		31,106,310	24,097,405.48		95,616,574	71,519,168.52

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	13880	12777.60	92	55520	51110.40	92	.00	166565	115454.60	31
11 **	EXECUTIVE SALARIES	13880	12777.60	92	55520	51110.40	92	.00	166565	115454.60	31
12-00	REGULAR SALARIES & WAGES	940258	723622.00	77	3761032	2971777.62	79	.00	11283154	8311376.38	26
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	30026.13	0	.00	0	30026.13-	0
12 **	REGULAR SALARIES & WAGES	940258	723622.00	77	3761032	3001803.75	80	.00	11283154	8281350.25	27
13-00	OTHER SALARIES & WAGES	47573	45379.20	95	190292	170967.84	90	.00	570891	399923.16	30
13 **	OTHER SALARIES & WAGES	47573	45379.20	95	190292	170967.84	90	.00	570891	399923.16	30
14-00	OVERTIME	56412	78849.16	140	225648	295215.46	131	.00	676990	381774.54	44
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	56412	78849.16	140	225648	295215.46	131	.00	676990	381774.54	44
15-00	SPECIAL PAY	175	175.00	100	700	700.00	100	.00	2100	1400.00	33
15 **	SPECIAL PAY	175	175.00	100	700	700.00	100	.00	2100	1400.00	33
20-00	CLOTHING/SHOE ALLOWANCE	1941	240.00	12	7764	19020.00	245	.00	23300	4280.00	82
20 **	CLOTHING/SHOE ALLOWANCE	1941	240.00	12	7764	19020.00	245	.00	23300	4280.00	82
21-00	FICA TAXES	79902	64717.32	81	319608	265399.17	83	.00	958865	693465.83	28
21 **	FICA TAXES	79902	64717.32	81	319608	265399.17	83	.00	958865	693465.83	28
22-00	RETIREMENT CONTRIBUTIONS	128105	109972.93	86	512420	511282.35	100	.00	1537298	1026015.65	33
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	436	391.68	90	1744	1566.72	90	.00	5237	3670.28	30
22 **	RETIREMENT CONTRIBUTIONS	128541	110364.61	86	514164	512849.07	100	.00	1542535	1029685.93	33
23-00	INSURANCES	4050	2895.64	72	16200	10102.82	62	.00	48634	38531.18	21
23-02	RETIREES OTHER INSURANCES	12884	7425.40	58	51536	46301.11	90	.00	154616	108314.89	30
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	235210	195558.14	83	940840	677349.91	72	.00	2822567	2145217.09	24

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-05	HEALTH RETIREES 50%	1206	894.32	74	4824	3577.28	74	.00	14478	10900.72	25
23-06	HEALTH RETIREES 100%	3577	2682.96	75	14308	12520.48	88	.00	42928	30407.52	29
23-07	DENTAL INSURANCE	11017	8481.09	77	44068	29926.75	68	.00	132239	102312.25	23
23-08	VISION INSURANCE	2060	1634.46	79	8240	5761.14	70	.00	24749	18987.86	23
23-09	LONG TERM DISABILITY	3093	2984.10	97	12372	10408.41	84	.00	37176	26767.59	28
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	273097	222556.11	82	1092388	795947.90	73	.00	3277387	2481439.10	24
24-00	WORKER'S COMPENSATION	43414	18598.07	43	173656	83484.29	48	.00	521012	437527.71	16
24 **	WORKER'S COMPENSATION	43414	18598.07	43	173656	83484.29	48	.00	521012	437527.71	16
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	3332	320.03	10	.00	10000	9679.97	3
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	3332	320.03	10	.00	10000	9679.97	3
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	14050	10800.00	77	56200	37369.00	67	.00	168600	131231.00	22
27 **	BENEFIT OFFSET	14050	10800.00	77	56200	37369.00	67	.00	168600	131231.00	22
31-00	PROFESSIONAL SERVICES	34256	597.84	2	149255	32001.86	21	63352.65	423306	327951.49	23
31-01	LEGAL EXPENSES	35416	10679.03	30	141664	29442.61	21	41212.13	425000	354345.26	17
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	24309	125623.34	517	1494089	272754.92	18	1176037.04	1689938	241146.04	86
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	93981	136900.21	146	1785008	334199.39	19	1280601.82	2538244	923442.79	64
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34-00	CONTRACT SERVICES	148213	68542.34	46	727151	139484.39	19	391989.95	1913324	1381849.66	28
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	148213	68542.34	46	727151	139484.39	19	391989.95	1913324	1381849.66	28
39-00	CONTINGENCY	43035	.00	0	172140	.00	0	.00	516433	516433.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	43035	.00	0	172140	.00	0	.00	516433	516433.00	0
40-00	TRAVEL AND PER DIEM	1450	.00	0	5800	509.47	9	.00	17438	16928.53	3
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1450	.00	0	5800	509.47	9	.00	17438	16928.53	3
41-00	COMMUNICATION	11218	8226.91	73	173159	48536.91	28	101227.92	262907	113142.17	57
41 **	COMMUNICATION	11218	8226.91	73	173159	48536.91	28	101227.92	262907	113142.17	57
42-00	FREIGHT & POSTAGE SERVICE	1017	49.57	5	3570	1181.92	33	.00	11740	10558.08	10
42 **	FREIGHT & POSTAGE SERVICE	1017	49.57	5	3570	1181.92	33	.00	11740	10558.08	10
43-00	ELECTRIC/WATER/SEWER	1853920	410163.38	22	1865455	415222.76	22	1375559.80	1896244	105461.44	94
43 **	ELECTRIC/WATER/SEWER	1853920	410163.38	22	1865455	415222.76	22	1375559.80	1896244	105461.44	94
44-00	RENTAL AND LEASES	5095	670.53	13	35821	1818.03	5	42958.62	76601	31824.35	59
44-21	DUKE ENERGY-GENERATOR	0	36140.00	0	433680	144560.00	33	289120.00	433680	.00	100
44 **	RENTAL AND LEASES	5095	36810.53	723	469501	146378.03	31	332078.62	510281	31824.35	94
45-00	INSURANCE	0	.00	0	357389	357389.17	100	.00	705688	348298.83	51
45 **	INSURANCE	0	.00	0	357389	357389.17	100	.00	705688	348298.83	51
46-00	REPAIRS & MAINTENANCE	502140	737942.15	147	2822066	1733534.38	61	1126344.28	6839198	3979319.34	42
46-02	REPAIR/MAINT BUILDING	12960	37826.77	292	79548	45347.01	57	2525.00	183244	135371.99	26
46-03	REPAIR/MAINT-VEHICLES	25203	10356.23	41	93643	32395.87	35	236.44-	295302	263142.57	11

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	540303	786125.15	146	2995257	1811277.26	61	1128632.84	7317744	4377833.90	40
47-00	PRINTING & BINDING	615	3756.00	611	2460	3796.00	154	10800.00	7420	7176.00-	197
47 **	PRINTING & BINDING	615	3756.00	611	2460	3796.00	154	10800.00	7420	7176.00-	197
48-00	PROMOTIONAL ACTIVITIES	1666	400.00	24	6664	3363.86	51	.00	20000	16636.14	17
48 **	PROMOTIONAL ACTIVITIES	1666	400.00	24	6664	3363.86	51	.00	20000	16636.14	17
49-00	OTHER CHARGES & OBLIG.	1998	1369.41	69	40405	51853.19	128	1439.10	56418	3125.71	95
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	4848.33-	0	0	20211.90-	0	.00	0	20211.90	0
49-08	CASH OVER & UNDER	0	4.19	0	0	7.08-	0	.00	0	7.08	0
49-09	DOCUMENT RECORDING CHGS	261	257.50-	99-	1033	2727.50-	264-	2297.50	3120	3550.00	14-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	2259	3732.23-	165-	41438	28906.71	70	3736.60	59538	26894.69	55
51-00	OFFICE SUPPLIES	1923	888.49	46	7692	2910.59	38	.00	23114	20203.41	13
51 **	OFFICE SUPPLIES	1923	888.49	46	7692	2910.59	38	.00	23114	20203.41	13
52-00	OPERATING SUPPLIES	42908	68913.90	161	451087	219528.87	49	240343.14	795563	335690.99	58
52-07	JANITORIAL SUPPLIES	769	738.48	96	3076	2852.86	93	.00	9240	6387.14	31
52-09	CHEMICALS	17199	416478.66	2422	4982267	1406632.61	28	3649096.59	5119868	64138.80	99
52-30	FUEL OIL & LUBRICANTS	59103	27623.97	47	236412	104536.16	44	17106.52	709275	587632.32	17
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	119979	513755.01	428	5672842	1733550.50	31	3906546.25	6633946	993849.25	85
53-00	ROAD MATERIALS/SUPPLIES	1387	7893.20	569	33883	19839.61	59	10160.39	45000	15000.00	67
53 **	ROAD MATERIALS/SUPPLIES	1387	7893.20	569	33883	19839.61	59	10160.39	45000	15000.00	67

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
54-00	MEMBERSHIP/PUBLICATIONS	352	324.00	92	34228	33909.00	99	.00	41754	7845.00	81
54 **	MEMBERSHIP/PUBLICATIONS	352	324.00	92	34228	33909.00	99	.00	41754	7845.00	81
55-00	TRAINING	4552	3158.00	69	31096	7921.75	26	3329.76	68122	56870.49	17
55-01	EDA PROGRAM	416	385.54	93	1664	1382.96	83	.00	5000	3617.04	28
55 **	TRAINING	4968	3543.54	71	32760	9304.71	28	3329.76	73122	60487.53	17
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	290014	11870.48	4	1116039	150199.36	14	132155.86	3436173	3153817.78	8
56 **	TECHNOLOGY SYSTEMS	290014	11870.48	4	1116039	150199.36	14	132155.86	3436173	3153817.78	8
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	2624	.00	0	17496	.00	0	.00	38490	38490.00	0
62 **	BUILDINGS	2624	.00	0	17496	.00	0	.00	38490	38490.00	0
63-00	INFRASTRUCTURE	792207	1973.21	0	2175383	21105.93	1	757821.40	8513046	7734118.67	9
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	792207	1973.21	0	2175383	21105.93	1	757821.40	8513046	7734118.67	9
64-00	MACHINERY & EQUIPMENT	141284	101399.13	72	878155	233502.00	27	425715.06	2008449	1349231.94	33
64-15	IT HARDWARE	43433	.00	0	168639	125205.80	74	153625.20	503604	224773.00	55
64 **	MACHINERY & EQUIPMENT	184717	101399.13	55	1046794	358707.80	34	579340.26	2512053	1574004.94	37
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-32	LEASED ASSET-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	2350	2350.00	100	.00	3100	750.00	76
73 **	OTHER DEBT SERVICE COST	0	.00	0	2350	2350.00	100	.00	3100	750.00	76
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	400	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	400	.00	0	.00	1200	1200.00	0
91-01	TO GENERAL FUND (001)	0	587997.58	0	0	2351990.32	0	.00	0	2351990.32-	0
91-02	TO GEN FUND ROI (001)	587997	.00	0	2351988	.00	0	.00	7055971	7055971.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	0	.00	0	15576000	15576000.00	100	.00	15815967	239967.00	99
91-25	TO RESTRCTD ASSET (425)	643	593730.68	2338	7129558	2374922.72	33	.00	7134706	4759783.28	33
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	588640	1181728.26	201	25057546	20302913.04	81	.00	30006644	9703730.96	68
94-01	TXFR TO GF OH ALLOC (001)	0	632527.58	0	7590331	2530110.32	33	.00	7590331	5060220.68	33

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
94 **	INTERFUND TRANSFER	0	632527.58	0	7590331	2530110.32	33	.00	7590331	5060220.68	33
95-01	TXFR TO GF 6% PLOFF (001)	0	143350.08	0	1720201	573400.32	33	.00	1720201	1146800.68	33
95 **	NONOPERATING	0	143350.08	0	1720201	573400.32	33	.00	1720201	1146800.68	33
FUND 421	TOTAL *********										
	WATER/SEWER FUND	6289759	5334573.91	85	59513241	34262733.96	58	10013981.47	95616574	51339858.57	46
GRAND	TOTAL *********										
		6289759	5334573.91	85	59513241	34262733.96	58	10013981.47	95616574	51339858.57	46

FY 2023 Budget by Classification Report - Summary Listing

1/31/2023

Target for January 2023 is 33%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 2,187,717	$ -	$ 1,700,185	$ 487,532	78%
CHARGES FOR SERVICES	$ -	$ -	$ (209)	$ 209	100%
INTERGOVERNMENTAL/GRANT	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 5,137	$ -	$ 32,801	$ (27,664)	100%
OTHER SOURCES (NON-REVENUE)	$ 472,447	$ -	$ -	$ 472,447	0%
REVENUE TOTALS	**$ 2,665,301**	**$ -**	**$ 1,732,777**	**$ 932,524**	**65%**
EXPENSE					
SALARIES AND BENEFITS	$ 673,366	$ -	$ 168,976	$ 504,390	25%
OPERATING EXPENDITURES	$ 920,855	$ 55,016	$ 129,406	$ 736,433	20%
CAPITAL OUTLAY	$ 773,458	$ 357,258	$ 66,266	$ 349,933	55%
OTHER SOURCES (NON-REVENUE)	$ 297,622	$ -	$ 99,207	$ 198,415	33%
EXPENSE TOTALS	**$ 2,665,301**	**$ 412,274**	**$ 463,856**	**$ 1,789,171**	**33%**
REVENUE TOTALS	**$ 2,665,301**	**$ -**	**$ 1,732,777**	**$ 932,524**	**65%**
EXPENSE TOTALS	**$ 2,665,301**	**$ 412,274**	**$ 463,856**	**$ 1,789,171**	**33%**
	$ -	**$ (412,274)**	**$ 1,268,922**	**$ (856,647)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
23	01	STRMWTR SPEC ASSMNT	51,086	77,154.25	151	1,673,792	1,699,860.35	102	2,082,485	382,624.65
23	02	DELINQUENT TAX	0	.00		0	289.57		0	289.57-
23	03	PENALTIES	0	.00		0	35.49		0	35.49-
23	04	TAX CERTIFICATES	11,692	.00		11,692	.00		105,232	105,232.00
23	*	STORMWATER	62,778	77,154.25	123	1,685,484	1,700,185.41	101	2,187,717	487,531.59
325	**	SPECIAL ASSESSMENT	62,778	77,154.25	123	1,685,484	1,700,185.41	101	2,187,717	487,531.59
320	***	OTHER PERMITS & FEES	62,778	77,154.25		1,685,484	1,700,185.41		2,187,717	487,531.59
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	*	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
91	00	STORMWATER FEES	0	.00		0	208.53-		0	208.53
91	*	STORMWATER FEES	0	.00		0	208.53-		0	208.53
343	**	PHYSICAL ENVIRONMENT	0	.00		0	208.53-		0	208.53
340	***	CHARGES FOR SERVICES	0	.00		0	208.53-		0	208.53
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	0	3,231.09	4,737	12,357.81	261	4,737	7,620.81-	
10	10	SBA	0	15.97	0	55.23		0	55.23-	
10	*	INTEREST	0	3,247.06	4,737	12,413.04	262	4,737	7,676.04-	
40	*	GAIN/(LOSS) SALE INVEST	0	.00	0	.00		0	.00	
361	**	INTEREST & OTHER EARNINGS	0	3,247.06	4,737	12,413.04	262	4,737	7,676.04-	

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	20,387.50		0	20,387.50-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	20,387.50		0	20,387.50-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	33	.00		132	.00		400	400.00
369 **	OTHER MISC REVENUES	33	.00		132	.00		400	400.00
360 ***	MISCELLANEOUS REVENUES	33	3,247.06		4,869	32,800.54		5,137	27,663.54-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	42,949	.00		128,847	.00		472,447	472,447.00
99 *	BALANCE FORWARD	42,949	.00		128,847	.00		472,447	472,447.00
389 **	NON OPERATING SOURCES	42,949	.00		128,847	.00		472,447	472,447.00
380 ***	OTHER SOURCES(NON-REV)	42,949	.00		128,847	.00		472,447	472,447.00
FUND TOTAL	STORMWATER UTILITY	105,760	80,401.31		1,819,200	1,732,777.42		2,665,301	932,523.58
GRAND TOTAL		105,760	80,401.31		1,819,200	1,732,777.42		2,665,301	932,523.58

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	34152	28113.61	82	136608	111280.43	82	.00	409835	298554.57	27
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	34152	28113.61	82	136608	111280.43	82	.00	409835	298554.57	27
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	573	142.50	25	2292	2130.56	93	.00	6887	4756.44	31
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	573	142.50	25	2292	2130.56	93	.00	6887	4756.44	31
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	70	.00	0	280	480.00	171	.00	840	360.00	57
20 **	CLOTHING/SHOE ALLOWANCE	70	.00	0	280	480.00	171	.00	840	360.00	57
21-00	FICA TAXES	2630	2130.70	81	10520	8612.31	82	.00	31561	22948.69	27
21 **	FICA TAXES	2630	2130.70	81	10520	8612.31	82	.00	31561	22948.69	27
22-00	RETIREMENT CONTRIBUTIONS	3792	3365.30	89	15168	13498.56	89	.00	45510	32011.44	30
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3792	3365.30	89	15168	13498.56	89	.00	45510	32011.44	30
23-00	INSURANCES	119	108.14	91	476	368.97	78	.00	1437	1068.03	26
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	9216	6320.84	69	36864	21632.32	59	.00	110599	88966.68	20
23-07	DENTAL INSURANCE	353	244.86	69	1412	836.42	59	.00	4241	3404.58	20
23-08	VISION INSURANCE	70	48.30	69	280	165.51	59	.00	840	674.49	20
23-09	LONG TERM DISABILITY	121	109.36	90	484	373.19	77	.00	1462	1088.81	26
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	9879	6831.50	69	39516	23376.41	59	.00	118579	95202.59	20
24-00	WORKER'S COMPENSATION	4412	1965.45	45	17648	8197.84	47	.00	52954	44756.16	16
24 **	WORKER'S COMPENSATION	4412	1965.45	45	17648	8197.84	47	.00	52954	44756.16	16
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	600	400.00	67	2400	1400.00	58	.00	7200	5800.00	19
27 **	BENEFIT OFFSET	600	400.00	67	2400	1400.00	58	.00	7200	5800.00	19
31-00	PROFESSIONAL SERVICES	20326	.00	0	78828	7612.00	10	26161.43	241437	207663.57	14
31-01	LEGAL EXPENSES	41	.00	0	164	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	20367	.00	0	78992	7612.00	10	26161.43	241937	208163.57	14
34-00	CONTRACT SERVICES	3052	.00	0	60554	42576.55	70	14925.71	84971	27468.74	68
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	3052	.00	0	60554	42576.55	70	14925.71	84971	27468.74	68
39-00	CONTINGENCY	25670	.00	0	102680	.00	0	.00	308049	308049.00	0
39 **	CONTINGENCY	25670	.00	0	102680	.00	0	.00	308049	308049.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	948	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	948	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	0	45.30	0	2076	226.53	11	1849.45	2076	.02	100
41 **	COMMUNICATION	0	45.30	0	2076	226.53	11	1849.45	2076	.02	100
42-00	POSTAGE & FREIGHT	41	.00	0	164	7.85	5	.00	500	492.15	2
42 **	POSTAGE & FREIGHT	41	.00	0	164	7.85	5	.00	500	492.15	2
43-00	ELECTRIC/WATER/SEWER	12756	648.98	5	13368	1169.73	9	2015.97	15000	11814.30	21

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	12756	648.98	5	13368	1169.73	9	2015.97	15000	11814.30	21
44-00	RENTALS AND LEASES	208	.00	0	832	.00	0	.00	2500	2500.00	0
44 **	RENTALS AND LEASES	208	.00	0	832	.00	0	.00	2500	2500.00	0
45-00	INSURANCE	0	.00	0	7284	7283.46	100	.00	14568	7284.54	50
45 **	INSURANCE	0	.00	0	7284	7283.46	100	.00	14568	7284.54	50
46-00	REPAIRS & MAINTENANCE	3172	4703.20	148	56038	41137.56	73	7786.85	81414	32489.59	60
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	8976	.00	0	35771	817.50	2	.00	107592	106774.50	1
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	12148	4703.20	39	91809	41955.06	46	7786.85	189006	139264.09	26
47-00	PRINTING & BINDING	41	.00	0	164	219.44	134	.00	500	280.56	44
47 **	PRINTING & BINDING	41	.00	0	164	219.44	134	.00	500	280.56	44
49-00	OTHER CHARGES & OBLIG.	22	98.75	449	88	98.75	112	70.20	267	98.05	63
49-07	BAD DEBT EXPENSE	0	134.80-	0	0	639.25-	0	.00	0	639.25	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	22	36.05-	164-	88	540.50-	614-	70.20	267	737.30	176-
51-00	OFFICE SUPPLIES	41	89.46	218	164	89.46	55	.00	500	410.54	18
51 **	OFFICE SUPPLIES	41	89.46	218	164	89.46	55	.00	500	410.54	18
52-00	OPERATING SUPPLIES	933	599.22	64	3732	1271.36	34	2081.61	11203	7850.03	30
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	3426	19274.77	563	13704	24439.63	178	.00	41118	16678.37	59
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	4359	19873.99	456	17436	25710.99	148	2081.61	52321	24528.40	53
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	0	.00	0	650	650.00	100	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	0	.00	0	650	650.00	100	.00	750	100.00	87
55-00	TRAINING	400	338.02	85	1482	1295.52	87	125.00	4800	3379.48	30
55 **	TRAINING	400	338.02	85	1482	1295.52	87	125.00	4800	3379.48	30
56-15	IT-RELATED OPERATING EXP	21	920.00	4381	84	1150.00	1369	.00	260	890.00-	442
56 **	TECHNOLOGY SYSTEMS	21	920.00	4381	84	1150.00	1369	.00	260	890.00-	442
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	1694	.00	0	331578	54528.40	16	290584.85	674981	329867.75	51
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	1694	.00	0	331578	54528.40	16	290584.85	674981	329867.75	51
64-00	MACHINERY & EQUIPMENT	2229	.00	0	80640	11738.00	15	66673.42	98477	20065.58	80
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	2229	.00	0	80640	11738.00	15	66673.42	98477	20065.58	80
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TXFR TO GF OH ALLOC (001)	0	24801.83	0	297622	99207.32	33	.00	297622	198414.68	33
94 **	INTERFUND TRANSFER	0	24801.83	0	297622	99207.32	33	.00	297622	198414.68	33
FUND 423	TOTAL *********										
	STORMWATER UTILITY	139394	94333.79	68	1313047	463855.92	35	412274.49	2665301	1789170.59	33
GRAND	TOTAL *********										
		139394	94333.79	68	1313047	463855.92	35	412274.49	2665301	1789170.59	33

Legislation Details (With Text)

File #:	23-125	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/15/2023			**In control:**	City Council
On agenda:	2/28/2023			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order Authorizations 1-31-23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 15, 2023
Agenda Date: February 28, 2023
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of January 31, 2023. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

FY2023 Change Orders - CM authorized to execute

applied to contingency | as of: 01/31/2023

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.		FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
Caterpillar Generator Service													
Op. Rev.		90,000.00	Total approved	2023-10									
Project Manager:		20,000.00	contingency and other costs authorized										
account #	421-4020-536.34-00	70,000.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Ring Power-Orlando			FY2023	45941	70,000.00							
	PO #: 80647	**20,000**											
ES23NC - Hurricane Nicole													
Op. Rev.		98,400.00		2022-130									
Project Manager: Frank Marabito		16,400.00	contingency and other costs authorized										
account # :	001-1601-525.63-00	82,000.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	TSI Disaster Inc			FY2023									
	PO #:	**16,400**											
WS21BL - Wewa Sodium Hypo Tank													
Op. Rev.		439,976.00		2022-133									
Project Manager: Sean McFarland		39,998.00	contingency and other costs authorized										
account #	424-4020-536.64-00	399,978.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Odyssey Manufacturing, Co.			FY2023	45802	399,978.00							
	PO # 80495	**39,998**											
WS21SC - Sea Ray Bridger Drive Water Main Relocation													
Op. Rev.		4,839,475.89		2022-134									
Project Manager: John Perrin		439,952.35	contingency and other costs authorized										
account #	424-4055-536.63-00	4,399,523.54	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Atlantic Devlopment Cocoa			FY2023	45843	4,399,523.54	$ 4,399,523.54			$ 4,399,523.54	$ 38,928.26		
	PO # 80537	**439,952**											
SW08PL - CIPP													
Op. Rev.		175,248.00		2022-117									
Project Manag	Bryant Smith	290.75	contingency and other costs authorized										
account #	423-3570-538.63-00	159,709.25	exp authorized before contingency				Cumulative	FY21 Cum	FY22 cum	FY23 cum			
				FY2023	45292	159,709.25	$ 159,709.25			$ 159,709.25			
	Inliner Solutions PO # 80264			CO #1	45762	15,248.00	$ 15,248.00			$ 15,248.00			
		291											
PW18SM & PW08CG - Paving													
Op. Rev.		60,000		2022-116									
Project Manag	Bryant Smith	783.76	contingency and other costs authorized										
account #	001-3510-541.46-00 (PW18SM)	59,216.24	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	423-3570-538.46-00 (PW08CG)												
				FY2023	45415	59,216.24	$ 59,216.24			$ 59,216.24	$ 43,642.54		
	JMD Global PO # 80269												
		784											
ES22IN - Hurricane Ian													
Op. Rev.		500,000.00		2022-104									
Project Manag	Bryant Smith	200,000.00	contingency and other costs authorized										
account #	001-1601-525.34-00	300,000.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Thompson Consulting PO #			FY2023	45423	50,000.00	$ 50,000.00			$ 50,000.00	$ 21,786.25		
	CrowderGulf Joint Venture PO # 80220												
		200,000											
PW08SP													
Op. Rev.		300,000.00		2022-097									
Project Manager: Bryant Smith		4,871.95	contingency and other costs authorized										
account #	001-3510-541.63-00	295,128.05	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	VA Paving			FY2022	45472	295,128.05	$ 295,128.05			$ 295,128.05			
	PO # 80311	**4,872**											
WS17FC													
Op. Rev.		164,105.00		22-084									
Project Manager:		21,405.00	contingency and other costs authorized										
account #	421-4020-536.63-00	142,700.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	CC Control Corp			FY2022	45427	142,700.00	$ 142,700.00		$ 142,700.00		$ 15,700.00	$ -	
	PO# 80167	**21,405**											

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.		FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
N/A	1113 Abingdon Way Rehabilitation												
Op. Rev.		75,000.00		2022-064									
Project Manag	From CDBG Fund Balance	5,000.00	contingency and other costs authorized										
account #	103-3240-554.83-13 ($4,000)	70,000.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	105-3240-554.83-00 ($66,000)												
	ALGAT Enterprises, Inc			FY2022 - 105	44946	66,000.00	$ 70,000.00		$ 70,000.00		$ -	70,000.00	
	PO# 79841			FY2022 - 103	44946	4,000.00							
		5,000											
WS22AR	Rexa Limitorque Actuator												
Op. Rev.		54,723.00		2022-047									
Project Manager:		4,975.00	contingency and other costs authorized										
account #	421-4020-536.64-00	49,748.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
				FY2022			$ 49,748.00		$ 49,748.00			$ -	
	PO#												
		4,975											
PW00CC	HVAC Civic Center												
Op. Rev.		110,895.00		2022-028									
Project Manager:		30,800.00	contingency and other costs authorized										
account #	001-3560-519.64-00	80,095.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Cortez Heating & Air			FY2022	44558	80,095.00	$ 100,890.00		$ 100,890.00				
	PO# 79572			C/O # 1	44656	20,795.00							
		10,005											
GR2108	Fiske Blvd/Broadmoor Acres Drainage Improvement												
Op. Rev.		289,131.70	3/22/2022	2022-025									
Project Manager:		26,284.70	contingency and other costs authorized										
account #	303-3570-538.63-08	262,847.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	424-4055-536.63-08												
	Tiera Inc.			FY2022 - 303	44454	197,135.00 63-08	$ 262,847.00		$ 262,847.00				
	PO# 79493			FY2022-424	44454	65,712.00 63-01							
		26,285											
GR2102	Lift Station #1 Replacement												
Op. Rev.		718,638.00	12/14/2021	2021-124									
Project Manager:		65,331.00	contingency and other costs authorized										
account #	424-4055-536.63-06	653,307.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Carr & Collier			FY2022	44236	653,307.00	$ 831,539.73		$ 217,135.23	$ 614,404.50	$ 20,475.35	$ 217,135.23	
	PO # 079254												
		65,331											
WS18MI	PINEDA												
Op. Rev.		12,066,069.40	11/30/2021	21-112									
Project Manager:	City of Melbourne	1,096,915.40	contingency and other costs authorized										
account #	426-4055-536.63-00	10,969,154.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	421-4055-536.63-00												
	City of Melbourne			FY2021	WIRE	10,969,154.00	$ 11,493,180.79	$ 10,969,154.00	$ 485,192.24	$ 38,834.55	$ 38,834.55	$ 485,192.24	$ 10,969,154.00
	WIRE			CO#1	WIRE	(399,159.24)							
				CO #2	WIRE	(86,033.00)							
				CO#3	WIRE	95,700.00							
				CO#4	WIRE	(43,588.55)							
				CO#5	WIRE	(6,950.00)							
				CO#5b	WIRE	(14,539.00)							
				CO#6	WIRE	(69,457.00)							
		572,888.61											
WS16MM	Marlin Manor												
Op. Rev.		3,528,617.74	10/26/2021	2021-102									
Project Manager:		320,783.43	contingency and other costs authorized										
account #	424-4055-536.63-00	3,207,834.31	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	Atlantic Development			FY2022	43818	3,207,834.31	$ 3,238,582.04			$ 3,238,582.04	$ 143,262.27	$ 2,590,069.55	
	PO# 78969			CO #1	44069	15,335.21							
				CO #2	44859	15,412.52							
		290,036											
WS21FM - FDOT project SR 528													
Op. Rev.		256,410.00	12/8/2020	2020-250									
Project Manager:		23,310.00	contingency and other costs authorized										
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00			$ 79,596.96	
	Contractor PO# 77555												
		23,310											

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.		FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
WS1404 - Dyal Security													
Op. Rev.		2,616,301.00	11/10/2020	2020-229									
Project Manager:		237,845.00	contingency and other costs authorized										
account #	426-4055-536.63-00	2,378,456.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	Integrated Fire and Security Solutions			FY2021	42305	2,378,456.00	$ 2,573,301.00	$ 882,812.20	$ 1,560,719.51	$ 129,769.29	$ 129,769.29	$ 1,560,719.51	$ 882,812.20
	Contractor PO# 77691			FY2022 CO # 2	43970	29,228.00							
				FY2022 CO # 3		124,901.00							
				FY2022 CO # 4		13,875.00							
				FY2022 CO # 5		17,550.00							
				FY2022 CO # 6	44125	10,091.00							
		42,200											
WS1222	BNR Process Improvements												
Op. Rev.		2,019,049.00	2/22/2022	2022-018									
Project Manager:		511,048.00	contingency and other costs authorized	2022-092									
account #	424-4120-536.63-00	1,508,001.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	E&D Contracting Services Vendor #10461			FY2022	44517	1,508,001.00	$ 1,974,064.00		$ 1,944,049.00	$ 30,015.00	$ 524,113.20	$ 507,911.04	
	PO# 079480			C/O#1	45144	436,048.00							
				C/O#2	45887	30,015.00							
		511,048											
WS1001	Industrial Park Pump Station												
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138									
Project Manager Utilities		444,500.00	10% contingency authorized			63-00							
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00						
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41						
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91						
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53						
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91						
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98						
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09						
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09						
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47						
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12						
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12						
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32						
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98						
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83						
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17						
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97						
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58						
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97						
							4,667,012.97						
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67						
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28						
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58						
					34893	9,984.39	$ 4,667,012.97						
			PO#73686	FY2019		1,000.00							
		209,868	^contingency balance-->										

Legislation Details (With Text)

File #:	23-99	**Version:**	1	**Name:**	January, 2023 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/7/2023			**In control:**	City Council
On agenda:	2/28/2023			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 1/31/2023.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthly Report to City Council 10.01.22 thru 1.31.23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	February 7, 2023
Agenda Date:	February 28, 2023
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Rebecca Bowman, MBA, CGFO, CGFM, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 1/31/2023**.**

BACKGROUND:

The following reports for the period October 01, 2022, through January 31, 2023, provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-22 thru 1-31-23

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 21

City Manager = 16

City of Cocoa CRA Board = 0

City Council = 5

Purchase Order Approvals 10-01-22 thru 1-31-23
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
80031	10/7/2022	Insource Software Solutions	$ 38,348.52	10/7/2022	Stockton Whitten
80034	10/7/2022	MCCI, LLC	$ 38,504.50	10/7/2022	Stockton Whitten
80052	10/7/2022	Brev Cty Emergency Management	$ 46,200.00	10/7/2022	Stockton Whitten
80223	10/24/2022	ESRI Inc	$ 50,000.00	10/24/2022	Stockton Whitten
80271	11/1/2022	Empire Computing & Consulting	$ 43,813.25	10/31/2022	Stockton Whitten
80272	11/1/2022	IM Solutions, Inc	$ 41,517.68	10/31/2022	Stockton Whitten
80295	11/1/2022	Hach Company	$ 47,582.64	10/31/2022	Stockton Whitten
80359	11/16/2022	Enterprise FM Trust	$ 43,868.00	11/15/2022	Stockton Whitten
80360	11/16/2022	Alan Jay Cheverolet Buick GMC	$ 42,296.00	11/15/2022	Stockton Whitten
80426	12/7/2022	Beemats LLC	$ 50,000.00	12/6/2022	Stockton Whitten
80427	12/4/2022	Barney's Pumps Inc.	$ 40,900.00	12/6/2022	Stockton Whitten
80450	12/9/2022	Thompson Pump & MFG Co. Inc.	$ 49,349.00	12/9/2022	Stockton Whitten
80482	12/20/2022	Polydne Inc.	$ 49,000.00	12/20/2022	Stockton Whitten
80483	12/20/2022	TomCo2 Equipment Co.	$ 37,164.90	12/20/2022	Stockton Whitten
80484	12/20/2022	In Depth, Inc.	$ 46,900.00	12/20/2022	Stockton Whitten
80513	12/28/2022	Stewarts Electric Motor Works	$ 37,000.00	12/22/2022	Stockton Whitten

16 Purchase Order Approved by City Manager

Prepared by Purchasing 2/7/2023

Purchase Order Approvals 10-01-22 thru 1-31-23
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Purchase Order Approvals 10-01-22 thru 1-31-23
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
80212	10/24/2022	Pace Analytical Services	$ 49,000.00	1/26/2021	City Council
80220	10/24/2022	CrowderGulf Joint Venture, Inc	$ 50,000.00	10/11/2022	City Council
80221	10/24/2022	Thompson Consulting Services	$ 50,000.00	10/11/2022	City Council
80224	10/24/2022	FPL	$ 40,584.00	9/13/2022	City Council
80276	11/1/2022	United Self Insured Services	$ 50,000.00	8/22/2017	City Council

5 Purchase Order Approved by City Council

Prepared by Purchasing 2/7/2023

Legislation Details (With Text)

File #:	23-151	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/22/2023			**In control:**	City Council
On agenda:	2/28/2023			**Final action:**	
Title:	City Council Bi-Weekly Report (February 1-23, 2023). (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report template (1) (12).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 22, 2023
Agenda Date: February 28, 2023
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
City Council Bi-Weekly Report (February 1-23, 2023)

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Informational Item only.

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: February 1-23, 2023

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 18 received/ 14 closed out/ $9.51 collected
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
  - 23-005: Backflow Technician, Utilities/Water Field Operations
  - 23-042 Certified Operator A, B, C/Apprentice Operator, Utilities/Dyal Water Treatment Plant
  - 23-009: Dispatcher/Communications Officer, Police/Communications
  - 23-050: Firefighter (EMT), Fire/Operations
  - 23-018: Industrial Electrician I & II, Utilities/Sellers Treatment Plant
  - 23-025: Industrial Electrician I, Utilities/Dyal Water Treatment Plant
  - 23-046: Instrumentation Technician, Utilities/Dyal Water Treatment Plant
  - 23-006: Maintenance Worker II, Utilities/Water Field Operations
  - 23-035: Maintenance Worker I, Utilities/Sewer Field Operations
  - 23-004: Maintenance Worker II, Public Works/Stormwater & Streets
  - 22-086: Planner / Senior Planner, Growth and Economic Development
  - 23-049: Police Officer, Police/Administration
  - 23-011: Police Officer Trainee, Police/Administration
  - 23-036: Redevelopment Coordinator, Community Services/Administration
  - 23-012: School Crossing Guard (Part-Time), Police/Administration
  - 23-031: Utilities Mechanic I, Utilities/Sellers
  - 23-008: Utility Mechanic I, Utilities/Dyal
  - 23-047: Utilities Mechanic I, Utilities/Sewer Field Operations
  - 23:048: Senior Backflow Technician, Utilities/Water Field Operations
- New employees

    - Brian Dolan, Fire Inspector, Fire/Operations
    - Ivan Rivera Carrion, Crime Scene Technician, Police/Administration
    - Alyssa Session, Customer Service Representative, Finance/Utility Customer Service
    - Christopher James, Meter Reader, Finance/Field Services
- Recent promotions
    - Jeffrey Burton, Crew Leader, UT/Water Field Operations, February 6,2023
- Key retirements
    - James Batterton, Fire Lieutenant/EMT, Fire Operations, March 1, 2023 – 34 yrs
    - Russell Sengel, Fire Lieutenant/EMT, Fire Operations, March 29, 2023 – 31 yrs
    - John Burton, Supervisor II, UT/SFO, March 24, 2023 - 24 yrs
    - Lorna Ettman, Engineering Representative, UT/Eng, June 30, 2023 – 24 yrs

Communication and Economic Development

- New press releases:
    - Chlorine Conversion Notice for all Water Customers
- Upcoming Events:
    - March 4, 2023 – Citizens Academy Session: Cocoa Fire Department
    - March 20, 2023 – Council Priorities and Planning Workshop, Council Chambers
    - February 1-March 15, 2023 – UpStart Application Window is open (2 applications have been received so far)
- Social media/e-newsletter statistics
    - Facebook
        - Post reach: 39,115
        - Post engagement: 14,817
        - Followers: 14,772
    - Twitter
        - Impressions: 6,701
        - Followers: 3,017
    - LinkedIn
        - Post impressions: 1,042
        - Followers: 1,008
    - NextDoor
        - Impressions: 6,832
        - Members: 3,927
    - February e-newsletter (Sent 2/7/23)
        - Sent to 656 contacts
        - 48% open rate (average open rate for e-mail marketing in 2022 is 17%)
    - Next printed FYI Newsletter mails April 1, 2023.
- Upcoming special events at Leisure Services facilities:
    - **Spring Art & Craft Fair**
        - March 4-5, 2023, 10a-4p
        - Cocoa Village and Cocoa Riverfront Park

- **Cocoa Village Concours Car Show**
  - March 25, 2023, 10am - 5pm
  - Cocoa Village and Riverfront Park

- **The Village Idiot Pub Spring Street Party**
  - March 31, 2023, 6-10:30pm
  - Harrison Street – Cocoa Village

Community Services - update 2/17/2023

- Major project updates
  - Cocoa Grand Apartments ~95% complete
  - Integra Apartments ~60% complete
  - Cirrus Apartments ~40% complete
- New businesses –January 1-February 17, 2023
  - D1 – 7
    - JAH Motorsport – 1059 W. King St.
    - Tails at the Barkery – 14 Oleander St. (new location)
    - Oirghemi, LLC – 904 Peachtree St.
    - Topal Counseling, LLC – 268 Brevard Ave.
    - Jackie's Jewels, Thrift and Boutique – 1122 Lake Dr.
    - Jessica Morgan Photography – 315 Brevard Ave. Ste. 10
    - Sweet Carolines Village Ice Cream – 310 Brevard (new name)
  - D2 – 6
    - Lo'Anne Spa Nails, LLC – 1048 Clearlake Rd.
    - Bust'n Out Bail Bonds, LLC – 820 Forrest Ave.
    - The Rejuvenation Station 321, LLC – 1611 N. Cocoa Blvd.
    - Matthew's Hope Ministries – 825 Forrest Ave.
    - Matthew's Hope Firm Foundation – 825 Forrest Ave.
    - JC & TY Solutions (Home Based Business)
  - D3 – 6
    - Dittmer Air & Heat, LLC – 4105 Pine Tree Dr. (new owner)
    - Bella's Pizza of Brevard – 4301 Hwy 524
    - Grand 7 th, LLC – 4301 Hwy 524
    - CJM Carpentry, LLC (Home Based Business)
    - The Law Guy's Lawn Service (Home Based Business)
    - Phanes Construction (Home Based Business)
  - D4 – 2
    - J & J Spins, LLC – 1208/1224 Dixon Blvd.
    - Robert Nott Handyman (Home Based Business)
  - 64 Full Time / 15 Part Time employees added City-wide
- Permit/Inspection stats
  - 268 permits issued in 2023
  - 733 inspections in 2023
  - 172 permits under review

Finance

- Old Joe Lee Smith Center RFP pre-proposal meeting held on 9/9
- Interim audit is being performed
- Preparing for 9/30 year-end procedures
- Final TRIM hearing on 9/27 City Council meeting for FY23 budget adoption
- Dates/limits for water service interruptions due to non-payment over the holidays is as follows:
    - Thanksgiving week – no interruptions
    - No interruptions 12/22
    - No interruption 12/27
    - No interruption 1/3

Fire Department

- Call stats (Fire/EMS)
- Inspection stats
    - Annual Fire Inspections: 72
    - New Business Fire Inspections: 3
    - Re-Inspections Completed: 91
    - New Construction Insp: 10 (1 AES Final, 2 Fire Alarm Rough-In, 3 Life Safety/Fire Finals, 1 Fire Sprinkler Final, 1 Hood Inspection, 2 Underground Line Inspection)
    - Knox Box Installations: 4
    - Fire Investigation: 2
    - Code Investigation-Complaints: 2
    - Public Education Outreach: 1 (Guardian MFG & Pinnacle Ozone Solutions Fire Extinguisher Training)
    - Meeting-Consultation: 4
    - Const. Plan Review: 21
    - Site Plan Review: 4
    - Total Inspections: 213

Information Technology

- Project updates/highlights
    - PD Server hardware successfully upgraded
    - ITB for replacement Storage Area Network (SAN) closed and bids were opened
    - EFSC intern has begun in IT
- Helpdesk stats as of 9/8/2022
    - 86 open helpdesk tickets
    - 479 new tickets opened in last 30 days
    - 462 tickets closed/resolved in last 30 days
    - 4844 tickets opened in last 365 days

Police Department Updated 2/2/23

- Activity/Event highlights
    - Book reading at Essence of Knowledge Urban Book Store 1/03
    - Emma Jewel Guest speaker 2/2
    - Children Hunger Society Team Building 1/12
    - Leadership Brevard 1/19
    - FDLE information sharing 1/24
    - BCACOP meeting 1/25
    - Boys and Girls Club Board Meeting 1/18
    - Hey Blue Plate Special Emma Jewel 1/21
    - Literacy Event Cocoa High 1/27
    - Faith Leaders Meeting 2/1
- New project/training updates
    - Lt. Roman 7 Habits of Highly Effective People 2/8-10
- Chief's walk highlights
    - 1/18 District 1 Stone St and Pineapple Ave
    - 2/7 Chief's Watch Joe Lee Smith Community Center

- Community engagement highlights/events
    - Story Time Cocoa Library 1/14
    - Homeless count in the city of Cocoa with James Smith from the Brevard Homeless Coalition 1/30
- Call stats-Crime Stats

Date Range:

- January 1, 2023- February 2, 2023 (For comparison purposes January 1, 2022- February 2, 2022, data is also included)
- Property Crimes Offenses have increased by 8%.
- Violent Crime Offenses decreased by 52% compared to YTD 2022.
- Overall, crime offenses have decreased by 3%.

- Code Enforcement stats/highlights/Activity:

Active Cases	134
Complied Cases	37
Code Board Cases scheduled for	16
Snipe Signs Pulled	62

Highlights:

- Removed (Abatement) Junk, Trash, & Debris from 922 W King St
- Current Sweeps – Crestview Mobile Home Park & Byrd Plaza

Other Mentions:

- January Code Board gave us a full board. 1 new member & 2 Alternates everyone appeared

Public Works

- Major project updates
  - Fiske and Broadmoor Acres – The City is seeking additional federal funding due to the bid price
  - Indian Circle Roadway Infiltration completed. Rear Lot Drainage is in progress.
  - Annual Resurfacing has been completed.
  - Parks Projects
    - Junny Rios – Design Completed
    - Provost – Design Completed
    - Stradley – Design Completed
    - Bracco – Equipment installation has started
  - Indian Circle Infiltration System installation is in progress
- Work order stats (received/closed) from February 1 – February 23
  - 147 received
  - 171 closed
  - Residential Bulk Green Waste Requests: 49
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
  - FDOT
    - SR 524 PD&E Study (437983-1) – In Progress
    - SR 501 Safety Project (447085-1) – In Design
    - US-1 Drainage Outfall Rehab (437116-1) – In Construction
    - SR 528 Widening and Reconstruction (407402-3) – In Design
    - SR 520 Safety Project Cox to Aurora (445689-1) - In Design
    - SR 520 Safety Project Aurora to Causeway (442885-1) - Out to Bid
  - Brightline/FEC
    - Testing is in progress

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations
  - Issued Work Orders – 1,482
  - Completed Work Orders – 1,063
  - Hydrants Flushed – 311
  - Valves Exercised – 157
  - Utility Locate Requests – 2,373