City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, February 23, 2021

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 21-142 Approve the Agenda for the Regular meeting of February 23, 2021 as presented or with amendments.

Attachments: 02-23-2021 Short Agenda ADA.pdf

MINUTES:

II.2(a) 21-143 Approve the Minutes of the Regular meeting of January 26, 2021, as written or with amendments.

Attachments: 01-26-2021 Minutes ADA.pdf
EXHIBIT A- HCVMS city presentation 2021 final.pdf
EXHIBIT B-Economic Update & Investment Strategy Review Presentation - Jan
EXHIBIT C-Resilient Cocoa/ Maps presentation.pdf
EXHIBIT D- Resilient Cocoa Presentation.pdf

III. AWARDS AND PRESENTATIONS:

III.1 21-104 Proclamation: Recognition of Cocoa High School Football Team. (Mayor Blake)

Attachments: Cocoa High School Football Team.pdf

III.2 21-141 Certificate of Recognition presentation to Cocoa Auto Salvage. (Councilmember Dyal and Chief Lamm)

Attachments: Cocoa Auto Salvage.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 five (5) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 21-135 Approval to apply for an Assistance to Firefighters Grant (AFG) in the amount $503,025 with a $26,475 match, and to commit an additional $79,425, if awarded, for Additional Equipment Requirements to purchase a Fire Engine. (Fire Chief)

Attachments: FEMA AFG Grant - Internal Application.pdf
FEMA AFG Grant - 2021 Cocoa Prelim Proposal .pdf

V.2 21-136 Approve Participation in a Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021 in the amount of $162,765; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $16,277 (approximately 10%) for a Project Total of $179,042, Project No. WS19MH. (Utilities Director)

Attachments: Vortex Proposal No. 205353.pdf
Permission to Utilize HGAC Contract 018-00382.pdf
FULLY EXECUTED_Standard Form for New Piggyback Contract No. H-GAC_0
HGAC Price List - 2020.pdf
Vortex Legal Org. Chart.pdf
Vortex-Companies.pdf
HGACBuy Cocoa Participation Proof.pdf
Vortex Companies Updated Contract - June 2018.pdf
Original HGAC Agreement 12-13-11.pdf
Vortex Services COI EXP 12.11.21.pdf
Resolution - Vortex Project Contingency (2-23-21).doc

V.3 21-144 Approve Task Order 2021-02 with Atlantic Development, Inc., Cocoa, Florida, for the Replacement of a Broken 24" Gate Valve on State Road 3 (Courtenay Parkway), Project No. WS11VR; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $21,260 (approximately 10%) for a Project Total of $233,852.96; To Approve a Resolution Amending the FY2021 Budget, BAF #21-052-T. (Utilities Director)

Attachments:
- Atlantic Development Proposal 21-007 - 2.16.21.pdf
- TO-ATLANTIC DEVELOPMENT 2021-02 $233852.96-UT-WFO.pdf
- Atlantic Development COI - Exp 4-23-21.pdf
- FULLY EXECUTED General Utilities Construction Agreement No. Q-20-18 (Atla
- Atlantic Development of Cocoa - Contractor E-Verify Affidavit.pdf
- Resolution - Atlantic Development Project Contingency.doc
- Budget Resolution FY 2021- Atlantic Development.docx
- BAF 21-052-T-UT-Richland Ave 24 Inch In Line Valve Repair (2-23-21) Agenda

VI. PUBLIC HEARINGS:

VI.1 21-154 Approve 2nd and Final Reading: Ordinance 03-2021: a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one (1) parcel totaling 15.74 acres from General Commercial to Mixed-Use Planned Unit Development, and final approval of an associated Binding Development Agreement, Final Development Plan and Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Cirrus Mixed-Use PUD project on this same parcel. (Community Services Director)

Attachments:
- Ordinance 03-2021 Cirrus Rezoning CG to Mixed-Use PUD (003).pdf
- Final PUD plan set.pdf
- Cirrus PUD Development Agreement - FInal Clean.pdf
- Exhibit B - Overall Site Plan.pdf
- Cocoa Retail - Title Opinion w-attachments.PDF
- Building Renderings.pdf
- Traffic Impact Analysis revised 2-3-21.pdf
- Legal ad Proof (PZ and both CC).pdf

VII. COUNCIL BUSINESS:

VII.1 21-130 Consider the Cancellation of the Regular City Council Meeting on December 28, 2021, due to the holidays. (Administrative Services Director)

Attachments: 2021 Holiday Schedule.pdf

VII.2 21-145 Approve the revised street closure request for the Spring Car Show on April 10, 2021. (Assistant to the City manager/Public Information Officer)

VIII. CITY BUSINESS:

VIII.1 21-162 City staff is seeking approval to enter into a new solid waste franchise agreement with Waste Management Inc. of Florida for solid waste services for customers within the incorporated City of Cocoa. (Public Works Director)

Attachments: City of West Melbourne Extension Agenda Item - For Reference.pdf

MULTI-YEAR CONTRACTS:

VIII.2 21-127 Award Bid #B-21-11-COC, Floating Wetlands Water Quality Project, to Beemats, LLC, in the amount of $114,700; Award Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project, to Beemats, LLC; Approve a Budget Resolution Transferring Budget, BAF #21-051-T to fund Project SW-20-FW Floating Wetlands; Grant City Manager authority to approve option year approvals. (Public Works Director)

Attachments: Bid Summary.pdf
B-21-11-COC Master Bid Tabulation Sheet.pdf
Notification of Intent to Award.pdf
Section 200 - Post Award Forms.pdf
Service Level Agreement Contract No. 21-11 BEEMATS.pdf
EXHIBIT A Scheduled Pricing Table.pdf
Budget Amendment Resolution for Floating Wetlands SW20FW.docx
BAF 21-051-T-PW- N and S Lakemont Ponds Floating Wetlands (022321)Agen

VIII.3 21-128

Approve the Second and Final Amendment to Purchase Agreement with Myra Planning & Design , RFQ-Q-15-14-COC; Traffic Engineering Services; Approve Second and Final Amendment to Purchase Agreements with Infrastructure Solutions and Mead & Hunt, RFQ-16-01-COC(A), for Civil Engineering Services; Infrastructure Solutions and Mead & Hunt, RFQ-16-01-COC(B), for Stormwater Engineering Services; Southeastern Surveying & Mapping, RFQ-16-01-COC(C), for Surveying Services; Ardaman & Associates and Universal Engineering, RFQ-16-01-COC(D), for Geotechnical Engineering Services and Architects RZK, Inc., RFQ-16-01-COC(E), for Architectural Services. Each Final renewal Amendment will be effective January 27, 2019 through January 26, 2023. (Public Works Director)

Attachments: RFQ-15-14-COC 2nd Amendment_.pdf

RFQ-16-01-COC 2nd Amendments.pdf

VIII.4 21-131

Approve a Second Amendment to the Integrated Supply Agreement by and between Space Coast Auto Supply, INC and City of Cocoa by way of the new Sourcewell Fleet and Facility Related Vendor Managed Inventory and Logistics Solutions Contract #110520-GPC effective 12/29/2020 - 12/29/2024; Authorize the City Manager to execute the Second Amendment and approve a purchase order for FY-2021 Napa IBS Inventory and Parts Management Fees. (Public Works Director)

Attachments: City of Cocoa Extension 2020.pdf

2nd Addendum to NAPA Space Coast Auto Supply Integrated Supply Agreemer

Genuine Parts Contract 110520.pdf

NAPA 07_24_18 Intergrated Supply Agreement.pdf

2021 IBS Amendment Letter.docx

VIII.5 21-132

Approve to piggyback the General Services Administration (GSA) Contract #GS-35F-327GA for Cloud Base Vehicle GPS location service with Samsara Networks Inc. for the contract period of March 28, 2017 through March 27, 2022. Authorize the City Manager to execute the standard piggyback form and a Multi-Year Users License Agreement with Samsara Networks Inc. (Public Works Director)

Attachments: City of Cocoa Renewal.pdf

GS-35F-327GA_Clause_Details.pdf

Samsara GSA_.pdf

Standard Form for New Piggyback Contract GSA Sched 70-Contract No. GS-35

IX. INFORMATIONAL AGENDA:

IX.1 21-133 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 1/31/2021. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.20 thru 1.31.21.pdf

IX.2 21-147 Fire Incident Summary Report for January 2021 (Fire Chief)

Attachments: Request for Service by Type - January 2021.pdf

IX.3 21-149 Report to Council of the Local Preference Award Listing for FY20. (Finance Director)

Attachments: Cover Memo Sealed Bid Local Vendor Award Listing FY20.pdf

Local Vendor Preference Award Listing FY20.pdf

IX.4 21-150 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)

Attachments: CM-Change Orders 1-31-21.pdf

IX.5 21-151 FY 2021 Budget Adjustment Report. (Finance Director)

Attachments: January FY 2021 EXPENSE Budget Tracking Worksheet.pdf

January FY 2021 REVENUE Budget Tracking Worksheet.pdf

IX.6 21-152 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)

Attachments: Budget By Classification Report January 2021.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.

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

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 #:	21-142	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	2/8/2021			**In control:**	City Council
On agenda:	2/23/2021			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of February 23, 2021 as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-23-2021 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 8, 2021
Agenda Date: February 23, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of February 23, 2021 as presented or with amendments

BACKGROUND:

The City Council approves the agenda for all 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 23, 2021 as presented or with amendments

powered by Legistar™

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: February 23, 2021
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 23, 2021 (21-142)

2. Minutes: (a) Regular Meeting of January 26, 2021 (21-143)

III. Awards and Presentations:

1. Proclamation: Recognition of Cocoa High School Football Team. (21-104). (Mayor Blake)

2. Certificate of Recognition presentation to Cocoa Auto Salvage. (21-141). (Councilmember Dyal and Chief Lamm)

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), 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.

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of five (5) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. Approval to apply for an Assistance to Firefighters Grant (AFG) in the amount $503,025 with a $26,475 match, and to commit an additional $79,425, if awarded, for Additional Equipment Requirements to purchase a Fire Engine. (21-135). (Fire Chief)

2. Approve Participation in a Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021 in the amount of $162,765; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $16,277 (approximately 10%) for a Project Total of $179,042, Project No. WS19MH. (21-136). (Utilities Director)

3. Approve Task Order 2021-02 with Atlantic Development, Inc., Cocoa, Florida, for the Replacement of a Broken 24" Gate Valve on State Road 3 (Courtenay Parkway), Project No. WS11VR; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $21,260 (approximately 10%) for a Project Total of $233,852.96; To Approve a Resolution Amending the FY2021 Budget, BAF #21-052-T. (21-144). (Utilities Director)

VI. Public Hearings:

1. Approve 2nd and Final Reading: Ordinance 03-2021: a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one (1) parcel totaling 15.74 acres from General Commercial to Mixed-Use Planned Unit Development, and final approval of an associated Binding Development Agreement, Final Development Plan and Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Cirrus Mixed-Use PUD project on this same parcel. (21-154). (Community Services Director)

VII. Council Business:

1. Consider the Cancellation of the Regular City Council Meeting on December 28, 2021, due to the holidays. (21-130). (Administrative Services Director)

2. Approve the revised street closure request for the Spring Car Show on April 10, 2021. (21-145). (Assistant to the City Manager/ Public Information Officer)

VIII. City Business:

1. City staff is seeking approval to enter into a new solid waste franchise agreement with Waste Management Inc. of Florida for solid waste services for customers within the incorporated City of Cocoa.

Multi-Year Contracts:

2. Award Bid #B-21-11-COC, Floating Wetlands Water Quality Project, to Beemats, LLC, in the amount of $114,700; Award Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project, to Beemats, LLC; Approve a Budget Resolution Transferring Budget, BAF #21-051-T to fund Project SW-20-FW Floating Wetlands; Grant City Manager authority to approve option year approvals. (21-127). (Public Works Director)

3. Approve the Second and Final Amendment to Purchase Agreement with Myra Planning & Design , RFQ-Q-15-14-COC; Traffic Engineering Services; Approve Second and Final Amendment to Purchase Agreements with Infrastructure Solutions and Mead & Hunt, RFQ-16-01-COC(A), for Civil Engineering Services; Infrastructure Solutions and Mead & Hunt, RFQ-16-01-COC(B), for Stormwater Engineering Services; Southeastern Surveying & Mapping, RFQ-16-01-COC(C), for Surveying Services; Ardaman & Associates and Universal Engineering, RFQ-16-01-COC(D), for Geotechnical Engineering Services and Architects RZK, Inc., RFQ-16-01-COC(E), for Architectural Services. Each Final renewal Amendment will be effective January 27, 2019 through January 26, 2023. (21-128). (Public Works Director)

4. Approve a Second Amendment to the Integrated Supply Agreement by and between Space Coast Auto Supply, INC and City of Cocoa by way of the new Sourcewell Fleet and Facility Related Vendor Managed Inventory and Logistics Solutions Contract #110520-GPC effective 12/29/2020 - 12/29/2024; Authorize the City Manager to execute the Second Amendment and approve a purchase order for FY-2021 Napa IBS Inventory and Parts Management Fees. (21-131). (Public Works Director)

5. Approve to piggyback the General Services Administration (GSA) Contract #GS-35F-327GA for Cloud Base Vehicle GPS location service with Samsara Networks Inc. for the contract period of March 28, 2017 through March 27, 2022. Authorize the City Manager to execute the standard piggyback form and a Multi-Year Users License Agreement with Samsara Networks Inc. (21-132). (Public Works Director)

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 1/31/2021. (21-133). (Finance Director)

2. Fire Incident Summary Report for January 2021. (21-147). (Fire Chief)

3. Request Council to review the Local Vendor Sealed Bid Award Listing for FY20. (21-149). (Finance Director)

4. 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. (21-150). (Finance Director)

5. FY 2021 Budget Adjustment Report. (21-151). (Finance Director)

6. Data showing the relation between the estimated and actual income and expenses to date. (21-152). (Finance Director)

X. Reports:

- Advisory Boards and Committees
- City Manager & Administration
- City Attorney
- City Council

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.

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

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 #:	21-143	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	2/8/2021			**In control:**	City Council
On agenda:	2/23/2021			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of January 26, 2021, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-26-2021 Minutes ADA.pdf EXHIBIT A- HCVMS city presentation 2021 final.pdf EXHIBIT B-Economic Update & Investment Strategy Review Presentation - January 26 2021 EXHIBIT C-Resilient Cocoa/ Maps presentation.pdf EXHIBIT D- Resilient Cocoa Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 8, 2021
Agenda Date: February 23, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of January 26, 2021, 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 26, 2021, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

January 26, 2021

A Regular City Council Meeting was held on Tuesday, January 26, 2021, 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.

Ms. Tammy Findlay-Bell Jenkins provided the invocation and Mr. Derrick Jenkins 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
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Matthew Fuhrer, Assistant City Manager; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; John Hankins, Interim Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; Jason McCuen, Helpdesk Support Tech; Rob Beach, Chief Technology Officer; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of January 26, 2021 (21-75)

2. Minutes: N/A

*** MOTION by Deputy Mayor Goins; Seconded by Councilmember Dyal, to approve the Agenda as presented for the regular meeting of January 26, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Historic Cocoa Village Main Street Annual Update. (21-47). (HCVMA)

Ms. Emma Kirkpatrick with Historic Cocoa Village Mainstreet provided a presentation[1] and provided an annual update on the organization. She reviewed various events and mentioned that even with the Covid shutdown they had a lot of success with their projects.

She thanked Public Works staff for their help on a few of their projects and spoke about the fall and holiday seasons.

Mr. Allen Chapman provided their mission statement as well as financials. He pointed out that they are 95% self-funded.

Over 1,200 volunteer hours were donated this year and he provided examples as to how HCVMA gives back to the community.

In closing, Mr. Chapman advised that HCVMA was recently recognized for having been a Main Street community for over twenty-five years and they accept that recognition proudly.

Mayor Blake recognized all of the HCVMA members in the audience.

2. Informational Annual Investment Report for FY2020. (21-93). (Finance Director)

Ms. Bowman noted that the City has an investment policy where excess funds are invested and Mr. John Grady was in attendance to provide an update as to where the plan was at as of September 30, 2021.

---

[1] EXHIBIT A: HCVMA Annual Update

Mr. Grady provided a presentation[2] regarding the City's investments. He showed several charts regarding investments and noted that hopefully in the next year we would see more economic growth.

He discussed each of the City's portfolios in detail and advised that he works very closely with Ms. Bowman throughout the year.

The portfolios discussed were the Operating Portfolio, Reserves Portfolio, and the Restricted Portfolio.

In closing, he provided a breakdown of the Aggregate Asset Allocation as of December 31, 2020.

Mayor Blake thanked him and advised that he liked being accountable and transparent with our funds. He voiced his support for the diverse investments and the AAA rating, but wanted to stay ahead of the curve too.

City Manager Whitten thanked Ms. Bowman and Mr. Grady for the detailed presentation. Mr. Grady added that his firm only handles public funds and they recognize the importance of that.

IV. Delegations:

Jennifer Riggs, 1629 N. Indian River Drive, Cocoa, spoke about the Mayor's Fitness Challenge and that the path they were walking would be opened up. She mentioned that by having parks and other green assets attracts residents. Two gates need to be opened still. She further mentioned that this could increase safety and having more people in that area is a good thing. In closing, she believes this makes Council look better by having public space opened up.

Jo Shim, 4010 Dakota Avenue, advised that she was a member of the Sustainability Advisory Board. She pointed out that they were going to start having a member of the board at every meeting. Equity and empowerment is a big part of their plan and if they are promoting those then they need to promote themselves. One of the initiatives of the Sustainability Plan is participation in the Mayor's Fitness Challenge. This also encompasses health and safety. She explained what the Mayor's Fitness Challenge was and that the next challenge will be February 6, 2021. She asked if the City could help with publicity and advised that they had cards that could be handed out. She thanked Council for their support.

[2] EXHIBIT B: Economic Update and Investment Strategy Review

Rev. J.B. Dennis, 3710 Catalina Drive, Cocoa, advised that he has an oral petition for a loud music ordinance and requests that this be placed on an agenda for further discussion. He read from Florida Statute 318 regarding car music.

Marisol Lanza, 436 Satsuma St., Cocoa, asked for help with her neighbors, nothing is being done and it has become a hazard. She provided more information along with photos of the problems.

Mayor Blake apologized for what she is enduring and he asked the City Manager if there was anyway to have a meeting with those living in the cul-de-sac. Mayor Blake promised that they would help her.

V. Consent Agenda:

1. Approval to apply for the Victims of Crime Act (VOCA) Grant in the amount of $117,841 and to commit $29,460 toward the match requirement in the application in order to provide victim advocate services to crime victims. The total amount equals $147,301. (21-64). (Interim Chief of Police)

2. Approve the First Amendment to Purchase Agreement to RFQ-17-16-COC, Continuing Service Agreements with Bussen-Mayer Engineering Group, Inc., Mead & Hunt, Inc., and Hazen & Sawyer, P.C. for Engineering Services for Design, Permitting and Services During Construction of Utility Conveyance System Upgrades & Expansion. (21-72). (Utilities Agreement)

3. Award Bid B-21-05(A)-COC, Contract Laboratory Services, to Pace Analytical Services LLC, Ormond Beach, Florida; To Authorize the City Manager to Execute the Contract and approve future renewals. (21-74). (Utilities Director)

4. Approve a Resolution Amending the FY21 Budget, BAF #21-045-A, through the use of General Fund Balance Reserves, for the Contribution to School Board of Brevard County, for Improvements to Cocoa High Schools Track. (21-84). (Finance Director)

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

None.

VII. Council Business:

1. Approve the appointments of Tammy Findley-Bell, Michael Klug, and Kathy Hamilton-Brown to the Police Community Relations Advisory Board. (21-76). (Administrative Services Director)

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

Councilmember Koss asked if Mr. Klug was a retired police officer as it was her understanding he was a security officer and not a police officer. In response, Councilmember Dyal stated that he was in charge of security for several casinos in Las Vegas.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Resolution adopting Resilient Cocoa, the City's Resiliency Action Plan to address resiliency issues and develop strategies to strengthen the City's capacity to withstand and recover quickly from natural hazards. (21-82). (Community Services Director)

Mayor Blake asked if when the City originally committed to the Sustainability Advisory Board and its members, how often they met. In response, Ms. Bunt advised that the Board meets monthly and an agenda is posted and a recording secretary is provided to take minutes. Mayor Blake asked if they meet privately. In response, Ms. Bunt answered no, however, they have Working Group meetings which are advertised and minutes are taken.

Ms. Bunt further noted that as part of the Sustainability Advisory Board resolution, they were to begin a Resiliency Action Plan. She provided a further background and what the plan entailed. She advised it was ready for adoption by Council.

Councilmember Koss pointed out a few things about Resilient Cocoa and the plan. She further noted that the organization they worked with was going around the State to help others with these plans as well. The whole idea is to look at your vulnerabilities and not to succumb to them but alleviate them.

She provided slides[3] of maps to show the following:

[3] EXHIBIT C: Maps regarding the Resiliency Action Plan

- NOAA “High” Sea Level Rise Projection
- Hurricane Storm Surge Zone
- FEMA 100-Year and 500-Year Flood Zones

Jennifer Riggs, 1629 N. Indian River Drive, Cocoa, Chairperson of the Sustainability Advisory Board, felt that this was a really good plan and a lot of good things are going on. She provided a presentation on the Resiliency Action Plan[4].

Ms. Riggs provided a brief synopsis of what the “Peril of Flood” was and pointed out that this was passed in 2015 by the Florida Legislature.

She explained why it was so important to proactively improve resiliency and spoke in detail about the financial risks for the City.

Ms. Riggs spoke about property values and what will happen in the future with flooding, cliff erosions, etc.

She advised that this Plan aligns well with Cocoa’s Sustainability Plan Priorities and she mentioned the five main areas of alignment:

- Pursue Funding Mechanisms for Resiliency Projects
- Living Shorelines and Green Infrastructure
- Greenspace and Mitigation
- Update City Codes
- Communication and Education.

Lastly, Ms. Riggs stressed that building resilience is important for Cocoa’s prosperity.

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mayor Blake thanked them and the members of the Sustainability Advisory Board.

3. Consider the Reappointment of Sylvia Thomas as Seat #1 on the Diamond Square CRA through January 30, 2022. (21-92). (Administrative Services Director)

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

[4] EXHIBIT D: Resilient Cocoa: Resiliency Action Plan

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

None.

Multi-Year Contracts:

1. Award Bid #B-21-06-COC, City of Cocoa for Pond Maintenance Services, to Future Horizons, LLC, in the amount of $17,910.85; Approve a Resolution Authorizing the City Manager to execute change orders and other contract related purchases in an Amount Not To Exceed the budgeted amount. Authorize the City Manager to Execute the Original One Year Contract and Subsequent Four One-Year Renewals. (21-78). (Public Works Director)

Mr. Smith noted this was a citywide pond maintenance program and this helps with keeping the stormwater system clean.

Councilmember Koss asked if was a mechanical removal. In response, Mr. Smith advised that it was chemical but they have the option for mechanical as well as fish stocking. This includes any City owned ponds.

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a multi-year contract with SageView Advisory Group for financial consulting services for the City's 457(b) and 401(a) retirement plans from February 1, 2021 to January 31, 2024 with two two-year renewal options and authorize the City Manager to negotiate and sign city attorney approved agreement and any renewal terms. (21-80). (Administrative Services Director)

Ms. Gemmati noted this was a new service that the City was adding to make sure our plans are managed responsibility. There are several different record keepers and the next project will be to consolidate all of those keepers. This consultant will help the City throughout that process.

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approval of a multi-year professional services agreement with Pauley Management Inc. for federal lobbying services on behalf of the City of Cocoa effective February 1, 2021 through January 31, 2022 and authorize City Manager to sign City attorney approved agreement and any executed renewal terms. (21-95). (Administrative Services Director)

Ms. Gemmati advised that this was brought at the request of the City Manager for a new federal lobbying consultant.

City Manager Whitten added that Mr. Pauley was a generalist and his area of success is fund rating. He had an excellent record of bringing dollars to the cities he represents. He lives in Cocoa Beach and answers anytime you call.

Councilmember Koss mentioned that over the last few years she has felt well informed by the report they receive each week and with that report she identified about four to five grants. She wanted to ensure that someone would be watching the federal register. City Manager Whitten stated that they could write that into the scope of services.

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. Informational Agenda:

1. FY 2021 Budget Adjustment Report. (21-68). (Finance Director)

2. 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. (21-69). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (21-70). (Finance Director)

4. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 12/31/2020. (21-71). (Finance Director)

X. Reports:

Mr. Walsh reminded all that there would be a Utilities Advisory Board meeting on Wednesday, January 27, 2021 at 6 p.m. in City Hall, Council Chambers.

Chief Lamm provided an update on Covid-19. There are currently 1,667,763 cases in Florida, with 28,147 in Brevard County. In Cocoa there are 2,556 and in the city limits there are 111 active cases. There have been 620 deaths in Brevard County. We are still trending with the State average. He mentioned that about 35,000 residents in Brevard County have received the vaccination.

He advised that as soon as shots are received a notification is sent out that they are available. Shots are not being held back, there is a supply/demand problem. Chief Lamm assured Council that he remains vigilant in keeping up with vaccination distribution, etc. Ms. Senger also continuously puts out information for the community on the website.

Mayor Blake asked how many Councilmembers had been vaccinated, of which none have. The Mayor is willing to be vaccinated and was in support of whatever they can do as a legislative body to get the vaccines.

Chief Lamm advised that the City Manager has been very instrumental and supportive of that and as soon as he has more information he will share that with Council.

Attorney Garganese reminded Council that at the last meeting they approved the Project Sunshine Development Agreement and after that meeting they received some additional revisions which were all technical. However, he wanted to advise Council of one change.

The change was in regards to if they hypothetically did not go forward with the project, they added the landscaping plan to the agreement. In the event there was land clearing and in the event that after the land clearning the project did not proceed, they would have to compensate the City for the landscaping that they would have put in during the project. They had no objection, he just wanted to make Council aware.

In response to a question posed by Councilperson Koss, Attorney Garganese explained that there is a landscaping code and he explained how they would have to compensate the City.

Councilmember Dyal advised of his attendance at the Manufacturer's Tour yesterday and really enjoyed it. They toured Brightline, Brevard Robotics, Walmart Distribution Center and Erdman Toyota.

IT WAS A CONSENSUS OF COUNCIL TO MOVE FORWARD WITH THOSE CHANGES RECOMMENDED BY THE CITY ATTORNEY.

City Manager Whitten pointed out that they have been going through a series of workshops which are about three hours each. There are a number of items coming before them and they will keep moving forward with these. They may need additional time which would result in expanding the workshop hours and possibly place a few of the items on council agendas. There may be more frequent items for direction on upcoming agendas.

He further reminded Council that in Article III, Section 15 of the Charter it speaks about adjustments to council's single member districts each year after the Census. They will have to adopt a five member board and would have to be done at least one year before the next general election. This timeline would place that in November 2021. They would need to have a board set up and ready to go at least four months prior to that date. He asked for their nominations to be submitted in the next month or so.

City Manager Whitten commended Interim Chief Hankins for a policy change in their department. He took the initiative to change the policy to further recruitment efforts. He did not want that to go unnoticed and was proud of him for doing that.

Councilmember Koss asked if one of the workshops would be on the evolving night life in the Village. In response, City Manager Whitten stated that was on his list.

Councilmember Koss mentioned the Virtual Breakfast for the Boys and Girls Club at 7:45 a.m. Thursday morning. You can go to their website and join.

She spoke in regards to the Mayor's Fitness Challenge and thanked Ms. Riggs and Ms. Shim for coming forward to speak about that.

Councilmember Koss announced that Cocoa Rotary adopted Provost Park and they would be doing a clean up on Saturday, February 6, 2021 from 9 a.m. until 12 p.m.

In closing, she thanked the Sustainability Advisory Board for all of their work.

Deputy Mayor Goins asked for approval by Council to join the Florida Black Caucus and to attend the Spring Conference in Orlando, March 18-19, 2021. He explained what the organization was and noted it was in conjunction with the Florida League of Cities.

CONSENSUS AMONG COUNCIL FOR DEPUTY MAYOR GOINS TO BECOME A MEMBER AND TO ATTEND THE FLORIDA BLACK CAUCUS SPRING CONFERENCE, MARCH 18-19, 2021 IN ORLANDO, FLORIDA.

Deputy Mayor Goins thanked the police and fire departments for the hand sanitizers at the Community Game Night Event at the Joe Lee Smith Center. A lot of kids showed up and it went well. The next event is at the end of February. The goal is to be there for the kids and to give them something to do, as many of their parents work and the kids are home by themselves.

He reminded all of the District 1 Town Hall Meeting on Tuesday, February 16, 2021 at Emma Jewel Charter Academy, starting at 6 p.m.

Lastly, he asked Mr. Smith if he could look into the safety at some of the ponds in the community. He had to get a child from the pond at Barbara Jenkins last week. Mr. Smith agreed to evaluate some of the ponds.

Councilmember Hearn thanked staff for setting up the tour of the manufacturer's yesterday and felt it was important to highlight and appreciate businesses in Cocoa.

Secondly, he asked for a consensus from Council on enhancing security for council meetings. He feels it is important that both Council and citizens are well protected at meetings.

CONSENSUS AMONG COUNCIL TO ENHANCE SECURITY MEASURES DURING COUNCIL MEETINGS.

Councilmember Hearn concurred with the Deputy Mayor regarding safety at the ponds and offered a quick suggestion which would be to designate a float with a rope in case of an emergency.

Mayor Blake asked if anyone was in the audience from the Citizens Academy and if they were to stand. He suggested that anyone wanting to learn more about local government to sign up and attend the academy.

Mayor Blake advised that February 27, 2021 was a Day of Prayer in the City of Cocoa and invited all churches located in the City to attend. He played a message regarding the event for the assembly from Ms. Tammy Findlay-Bell.

The event will be at City Hall, 65 Stone Street, Cocoa, beginning at 10 a.m. and they asked that anyone interested to please RSVP no later than January 30, 2021. The number for RSVP's is 321-433-8685.

Mayor Blake asked all Council to attend.

In closing, he reminded all to buy local, spend local, and keep it local.

XI. Adjournment:

*** MOTION by Mayor Blake; Seconded by Deputy Mayor Goins, to adjourn the Regular meeting of January 26, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:59 p.m

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Historic Cocoa Village Main Street

Let’s Get Back. Together.

EXHIBIT A: HCVMS PRESENTATION

Starting out with a Bang!

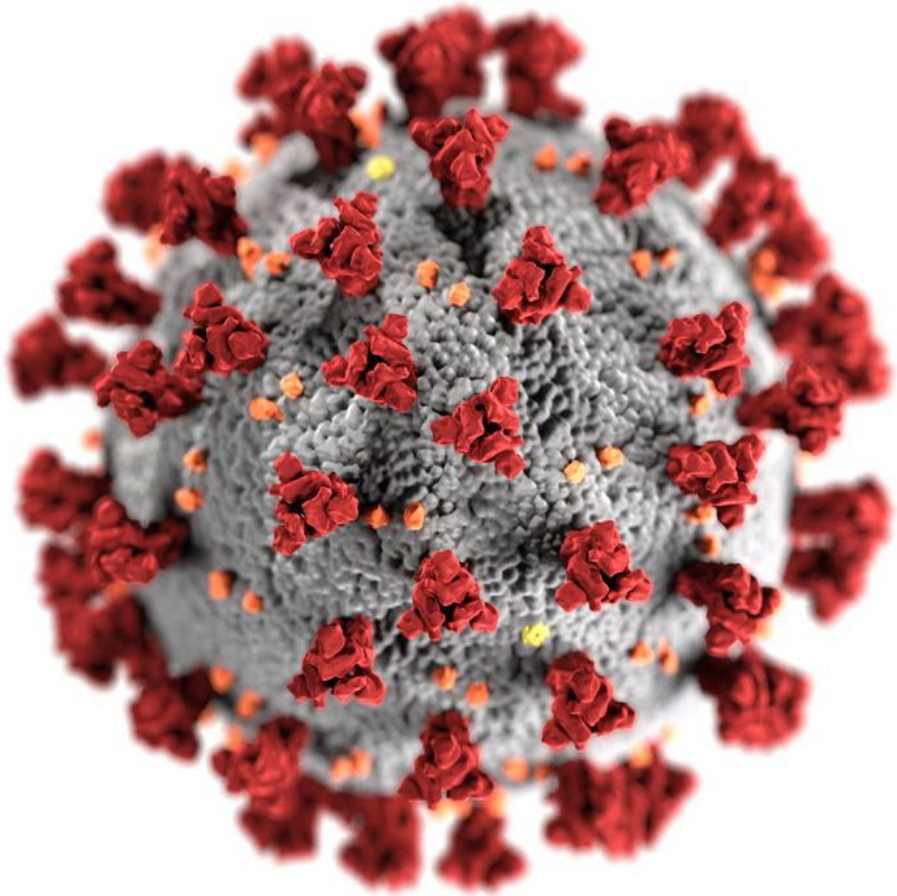








Spring in to 2020!









KBB Matching Grant


Thank you for making this possible
Keep Brevard Beautiful
Florida Friendly Grant
2020
Historic Cocoa Village Main Street
City of Cocoa
St. Mark's Episcopal Academy









United R











- Pole Banners
- Window Films


HISTORIC
Cocoa Village
MAIN STREET
WE ARE OPEN!
WE'RE OPEN FOR BUSINESS
#CocoaReadytoLaunch
www.ChooseCocoa.org
NEW Online Marketplace
VisitCocoaVillage.com
321-631-9075


WE'RE
OPEN FOR
BUSINESS
www.ChooseCocoa.org
HISTORIC
Cocoa Village
MAIN STREET
Cocoa businesses are safely re-opening. #ShopLocal #ShopCocoa #CocoaReadytoLaunch

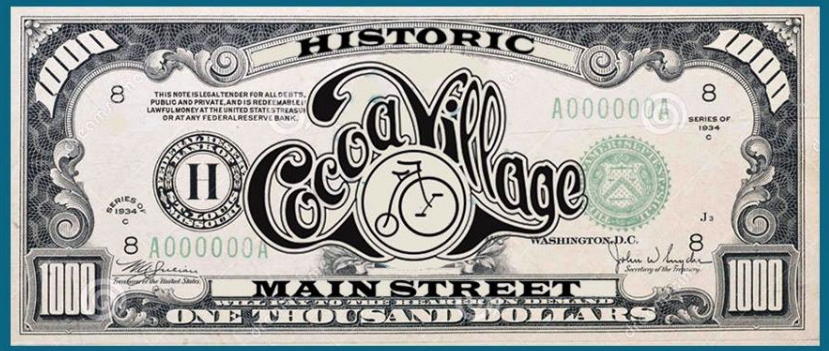

Cocoa Village
This or That
NO MATTER YOUR ANSWER,
WE HAVE IT ALL!
Antique
Boutique
Gourmet Burgers
Vegan Food
Pubs and Taverns
Bars and Craft Beer
Walk along the River
Bike along the River
Ice Cream
Gourmet Popsicles
Record Shop
Book Store
Spas, Salons, and Barbershops
Yoga, Pilates, and Personal Training
...and so much more!


SUMMER SIDEWALK SALE
Historic Cocoa Village
Saturday, June 20
10am - 3pm
HISTORIC
Cocoa Village
MAIN STREET
For more information call 321-631-9075 or go to our website VisitCocoaVillage.com





Shop Here to Win



$1000 in Summer Cash!!









Safely Restarted Events Following all City Ordinances









Enhance the Holiday Feel!

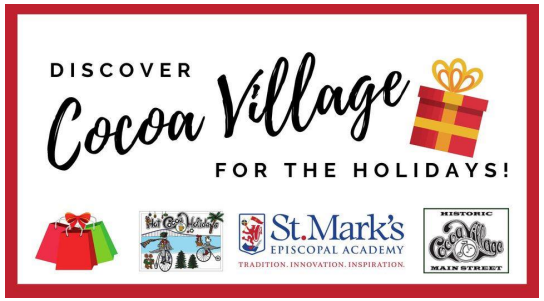

Hot Cocoa Holidays


Cocoa Village
Holiday Boat Parade
All proceeds benefit
Sharing Center
Sponsored By
Marilyn Green
Real Estate
EASTERMACK
BOATERS EXCHANGE


Hot Cocoa Holidays
Moonlight Music on the Promenade:
an evening with
Tony Wynn and Cameron Brown
Friday, December 4th 6-9pm
Cocoa Riverfront Park Promenade
Space Games Presented by:
VAYA SPACE
Free Admission with a Toy for the
Toy Drive!


Shop Small
Then Sip
Saturday
November
28th,
11am-5pm

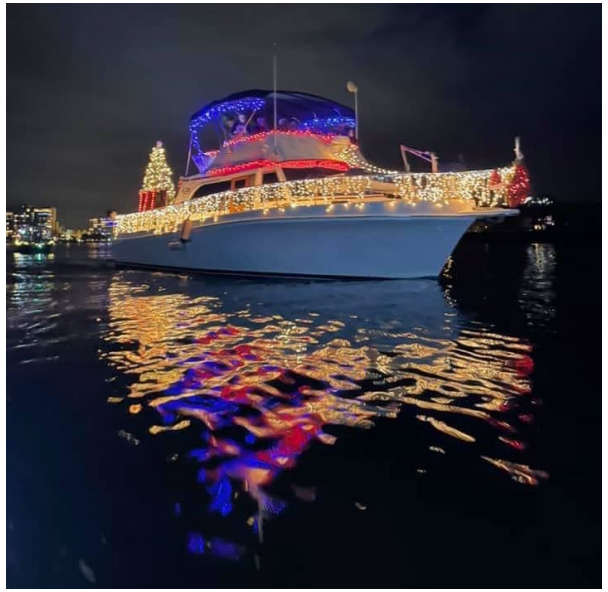

Holiday Bicycle Parade
Friday, Dec 18
6:30pm - 8:30pm
Historic Cocoa Village
Hot Cocoa Holidays
*Registration & Check-in open at 5:30pm
at the Cocoa Village Riverfront Park Ampitheater
Entertainment
Food Vendors
Prizes to be awarded for:
Best decorated Individual Adult Bike
Best decorated Individual Child Bike
Best decorated Family (with children) Bikes
Best decorated Team Adult Bikes
Best use of cocoa in bike decoration
For more information:
321-631-9075
info@VisitCocoaVillage.com
VisitCocoaVillage.com
*You can pre-register and view the parade route at VisitCocoaVillage.com


DISCOVER
Cocoa Village
FOR THE HOLIDAYS!
St.Mark's
EPISCOPAL ACADEMY
TRADITION. INNOVATION. INSPIRATION.


Holiday Bazaar
Sat. Dec. 5th 10 - 5 &
Sun. Dec. 6th 10 - 4





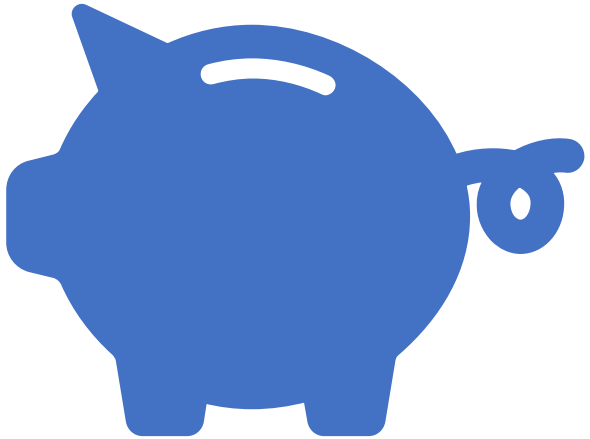




Mission: The mission of Historic Cocoa Village Main Street is to continue to create a vital, inviting commercial district in the Village. We are dedicated to historic preservation, promoting the shops, restaurants and businesses in the Village and offering a vibrant civic gathering place for all to enjoy.

- Vision: We envision Historic Cocoa Village to be a unique and thriving regional destination offering a diverse mix of business, cultural, entertainment and leisure/sports activities to residents and visitors of all ages.







Funding and budget

- 95% Self funded
- 2020 Income of $176,115.53
  - +PPP $21,457
  - +Brevard Cares $10,000
  - Total $207,572.23
- 2020 Expenses of $190,333.04



Advertising Impact

Advertising Value $29,880

6,145,975 Impressions

- Radio
- Billboards
- Print
- Facebook
- Instagram
- Spectrum TV

Historic Cocoa Village Main Street Community Impact

Event Visitors

48,000

Craft Fair Economic Impact

$1,447,127









Over 1200 volunteer hours per year by people who value the Village!









Main Street Gives Back!

$7772 In Support of our Community

- Non-profit Spaces at Craft Fairs
- Commemorative Bench Church at Viera
- Toy Drive
- Food Drive
- Fall Festival
- Sharing Center









How Main Street Partners with the City





25 Years of Main Street In Cocoa Village!

If you love Cocoa Village,
there’s a place for you on Main Street.



PUBLIC TRUST ADVISORS

Economic Update and Investment Strategy Review

John F. Grady, Managing Partner

January 26, 2021

COCOA FLORIDA

Bloomberg Forecast – January 2021 Survey

	Actual / Forecasts							Probability of Recession		20.0%
Indicator	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Economic Activity										
Real GDP (YoY%)	1.8	2.5	3.1	1.7	2.3	3.0	2.2	-3.5	4.1	3.4
Consumer Spending ...	1.5	3.0	3.8	2.8	2.6	2.7	2.4	41.0	4.9	3.7
Government Spendin...	-2.4	-0.9	1.8	1.8	0.9	1.8	2.3	1.1	0.1	1.0
Private Investment (...	6.9	5.6	5.5	-1.5	3.5	6.3	1.7	-5.6	8.0	4.6
Exports (YoY%)	3.6	4.2	0.4	0.3	3.9	3.0	-0.1	-13.1	6.9	5.5
Imports (YoY%)	1.5	5.0	5.2	1.7	4.7	4.1	1.1	-9.9	9.7	4.1
Industrial Production (Yo...	2.0	3.1	-1.0	-2.0	2.3	4.0	0.8	-7.0	4.6	3.2
Price Indices										
CPI (YoY%)	1.5	1.6	0.1	1.3	2.1	2.5	1.8	1.2	2.1	2.1
PCE Price Index (YoY%)							1.4	1.2	1.8	2.0
Core PCE (yoy%)	1.5	1.6	1.2	1.6	1.7	2.0	1.7	1.4	1.7	1.9

Source: Bloomberg

Public Trust Advisors 2021 ©

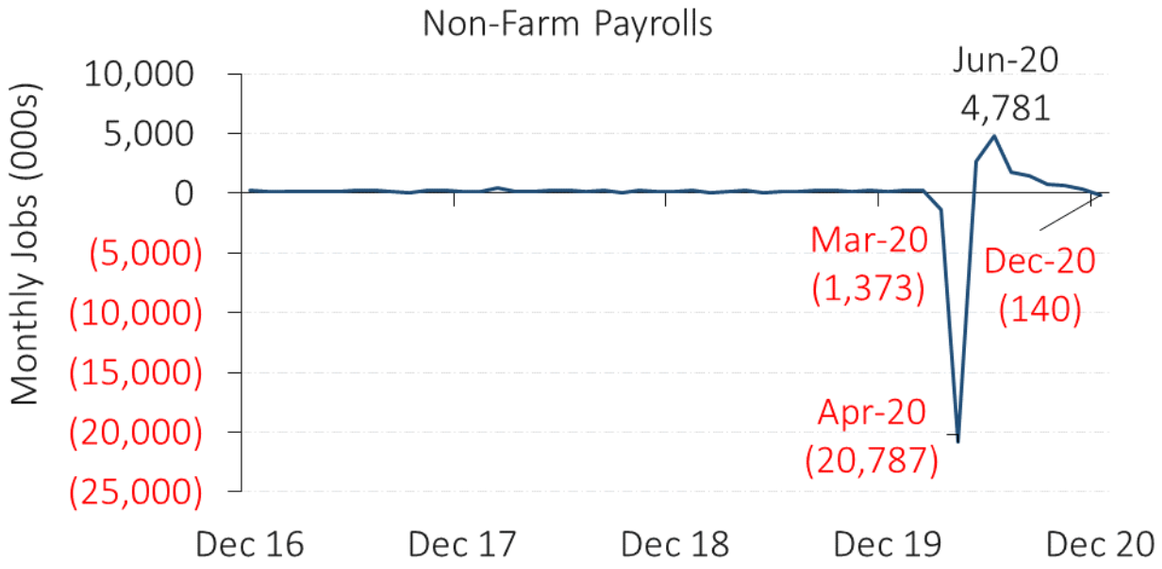
The Labor Market

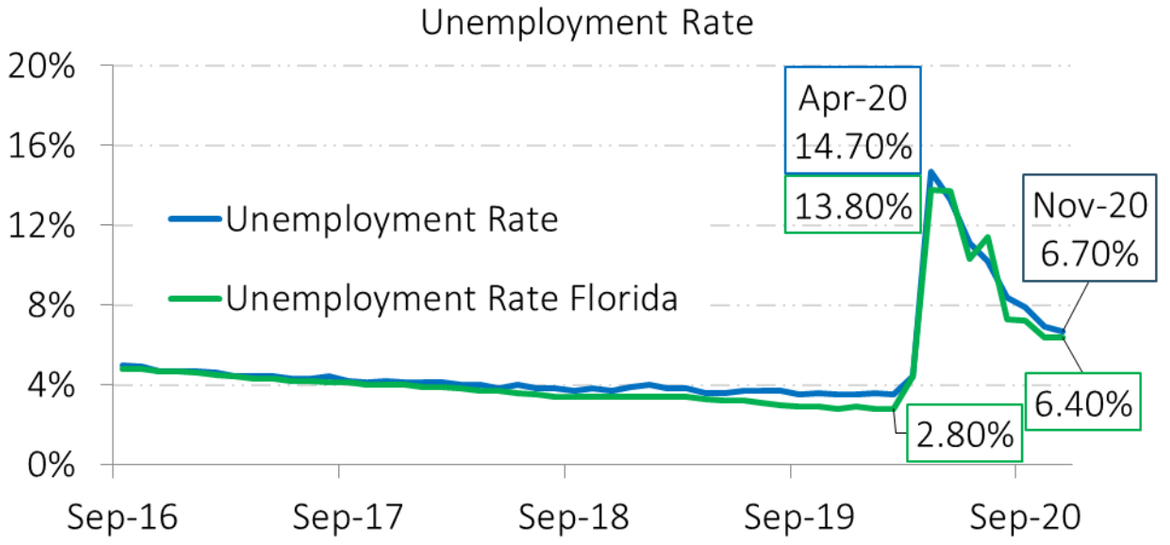
Nonfarm Payrolls

- After more than 22 million job losses in March and April, the economy recovered 12.3 million of these jobs from May through November.
- For the first time in six months, the economy lost 140,000 jobs in December.
- While current forecasts predict record job growth during 2021 there remains considerable economic uncertainty.

Unemployment Rate

- Unemployment continues to surprise in a good way. Nationwide the unemployment rate dropped to 6.7% in November – a full percentage point from September.
- Florida unemployment continues to improve as well, although there was a slight uptick to 6.4% in November from 7.2% in September.



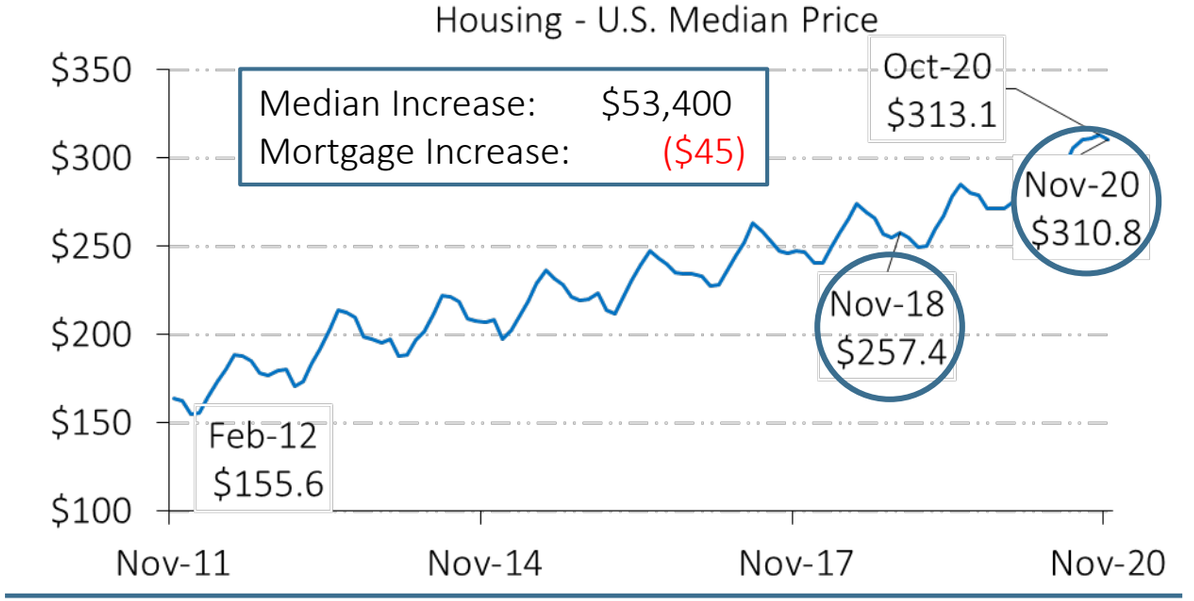


Source: Bloomberg

The Housing Market

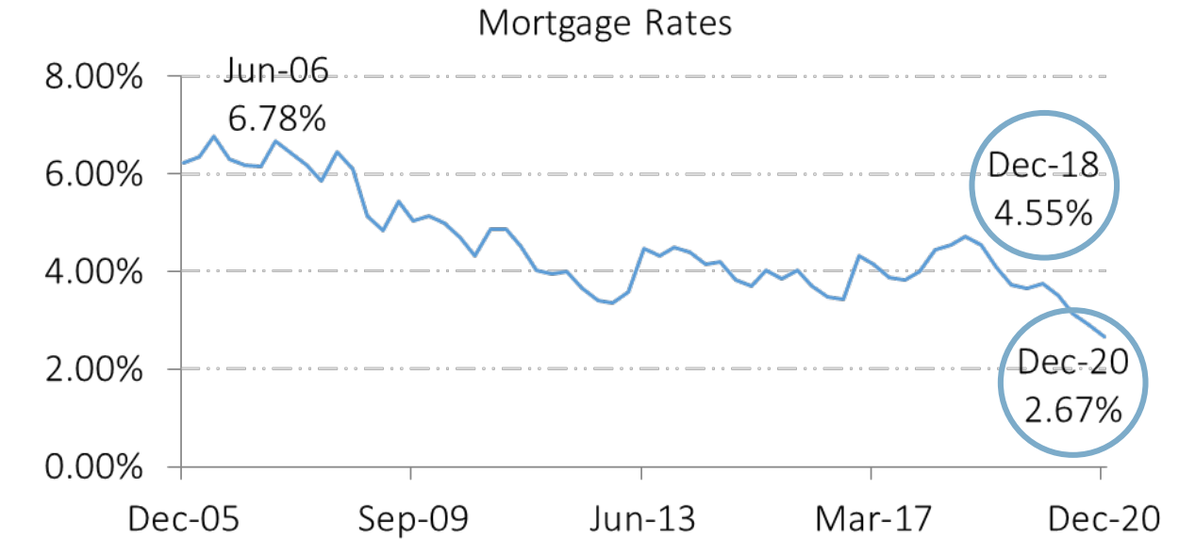
Median Housing Prices

- Amazingly, even the COVID19 pandemic has not impacted housing demand and prices.
- The median home price increased 14.6% for the last 12 months ended November and has doubled since the low of $155k in January 2012.



Mortgage Rates and Demand

- Historically low mortgage rates have encouraged buyers and helped maintain pricing trend.
- Rates were more than 1.8% lower from December 2018.
- This decrease in mortgage rates more than offsets the $53.4k price increase in housing during the same period.



Source: Bloomberg, bankrate.com

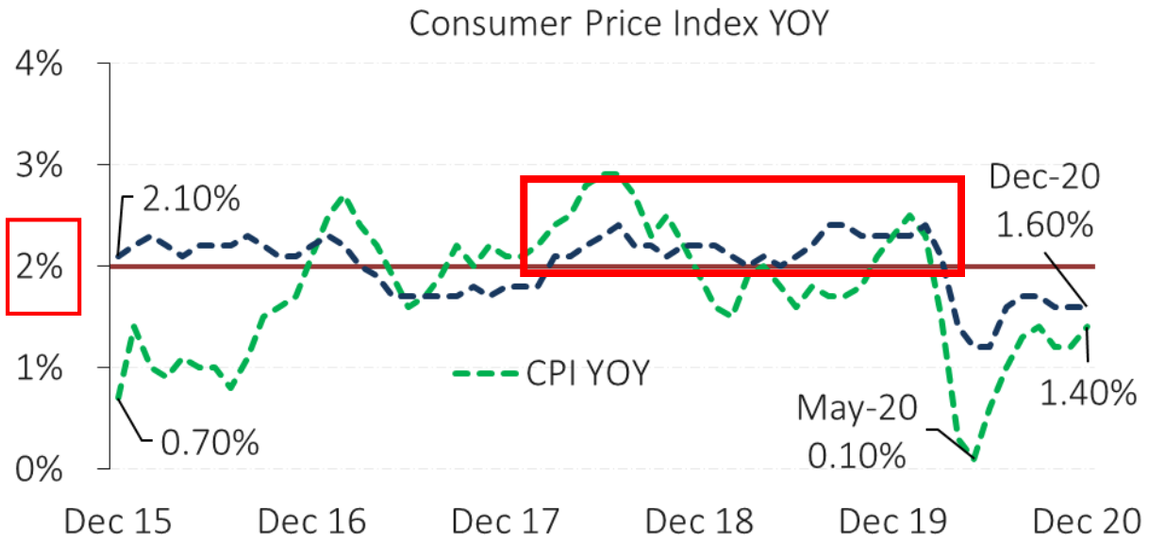
Inflation and Growth

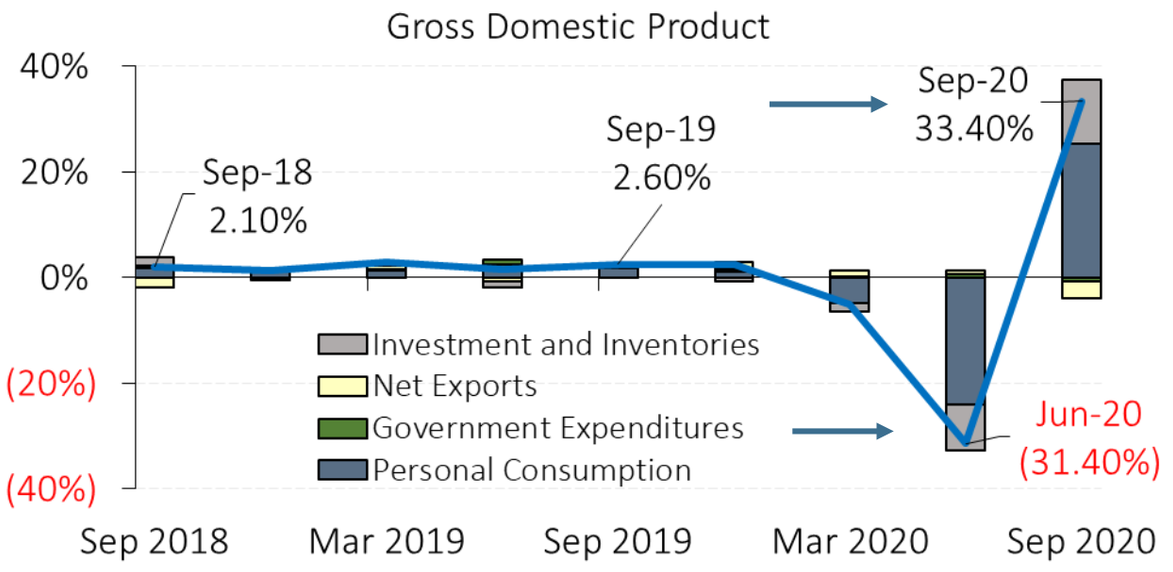
Personal Consumption Expenditures

- PCE declined as demand dropped from economic closures across the globe in March and April.
- The PCE and Consumer Prices (CPI) indexes remained stubbornly below the FOMC's previous target of 2.0% long before the COVID-19 pandemic.
- Recently, the FOMC stated a change to the 2.0% inflation target approach since Chairman Bernanke put this in place in 2012.

GDP Contracts at Historic Level

- Gross Domestic Product contracts by the most ever since being recorded in 1947…..Then rebounds by the most ever
- Personal consumption (-24.0%) and business investments (-8.8%) make up more than 85% of the economy.
- The strength and speed of the economic recovery will be dependent on consumer and business spending.

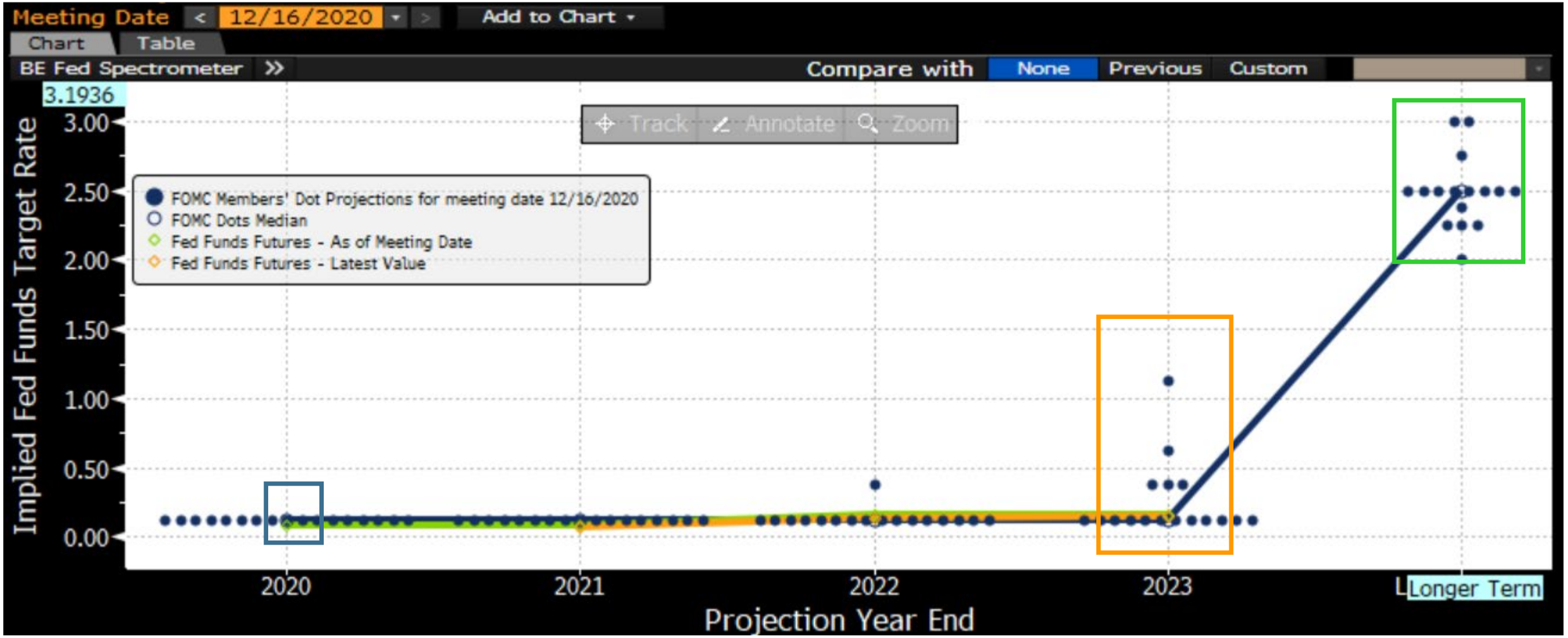




Source: Bloomberg

Public Trust Advisors 2021 ©

Federal Open Market Committee Dot Plot – December 16, 2020

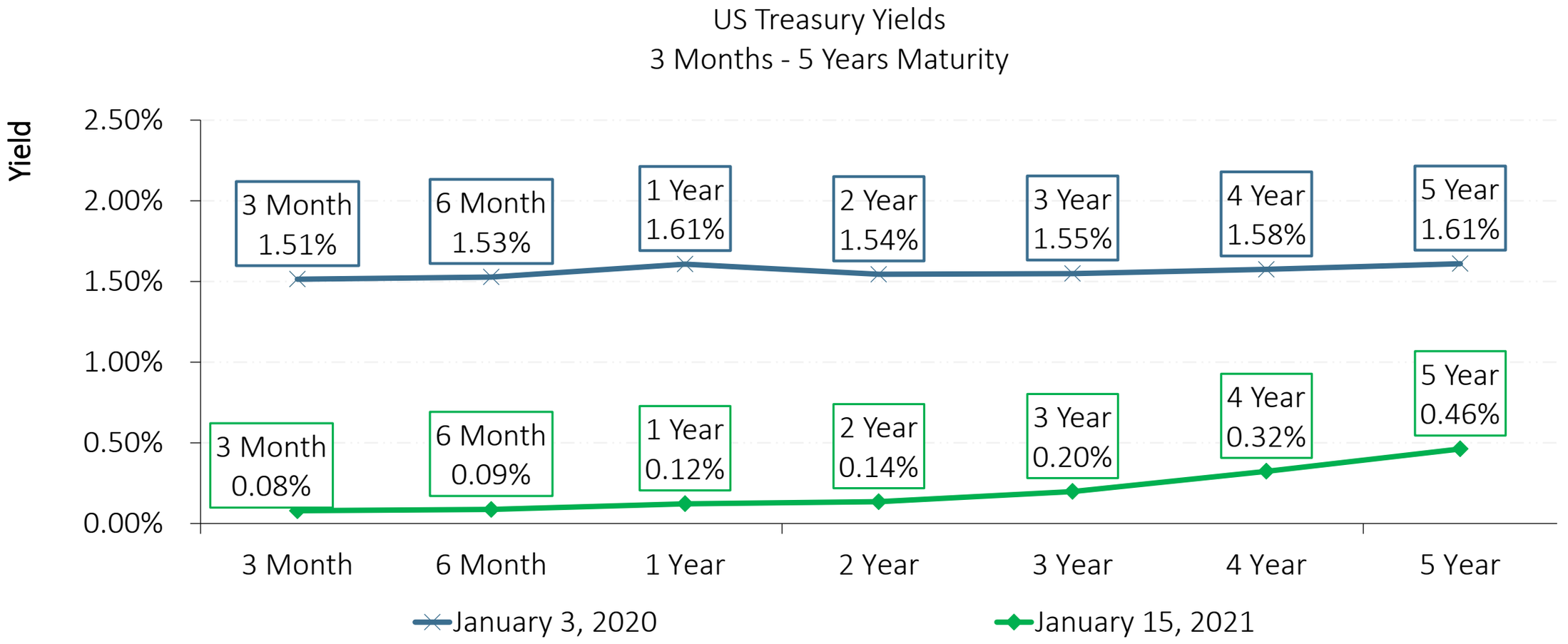


- The FOMC currently projects a longer term trend rate of 2.5%.

Source: Bloomberg

Public Trust Advisors 2021 ©

Yield Curve Suggests Low Growth/Low Inflation



- The U.S. Treasury yield curve remains flat with yields at or near historical low rates.

Source: Bloomberg

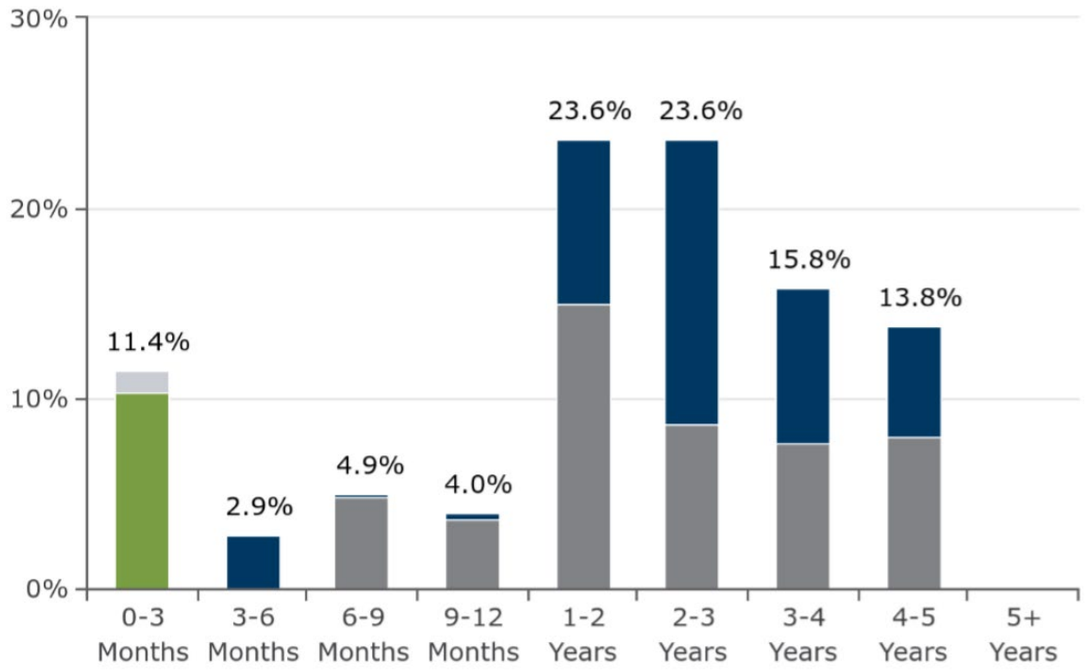
City of Cocoa's Investment Program Review

- ✓ Fiscal year 2020 was a very productive year in updating the City's overall investment program.
- ✓ Working closely with the City's Finance Director the overall program was restructured based on the following criteria:
  - ✓ Sources and uses of funds
  - ✓ Anticipated timing of expenditures
  - ✓ Investment policy statement objectives and parameters
  - ✓ Current market conditions and historical performance
- ✓ The new investment portfolio structure created a more efficient investment program that can be actively managed with a disciplined approach.
- ✓ The City utilizes bank deposits and AAA rated local government investment pools for daily liquidity and short term expenses and investment portfolios with a two year average maturity (duration) target for assets identified as reserves and for longer term expenditures.
- ✓ This multiple duration investment approach minimizes risks in rising and declining interest rate environments with the primary objective of safety of principal by investing in highly rated fixed income securities.
- ✓ The investment program is compliant with the City's investment policy and with Florida State Statutes.

Operating Portfolio

- The Operating Portfolio provides funding over multiple fiscal years. The portfolio is structured with maturities between one and five years. Funds are undesignated.
- Increased the portfolio balance by 45% during the year based on the overall restructuring of the City's investment program
- During September 2020 the proceeds from the City's Enhanced Cash account were transitioned to the Operating portfolio to allow for a longer term investment strategy.
- Invested new proceeds during the first quarter FY2021 to build out the portfolio duration and asset allocation.
- As of December 31st the portfolio duration was 2.17 years and the book yield was 0.60%.
- The portfolio is diversified with highly rated fixed income securities and compliant with the City's investment policy.

Security Distribution	Sep 30, 2020 Ending Balance	Dec 31, 2020 Ending Balance	Dec 31, 2020 Portfolio Allocation
Cash	$46.68	$8.63	0.00%
U.S. Treasury Notes	$3,805,560.11	$12,011,224.40	47.95%
Federal Instrumentality (GSE)	2,498,647.62	10,176,660.89	40.62%
Money Market Funds	$16,635,855.70	$2,609,406.45	10.42%
Corporate Notes	253,047.08	253,159.41	1.01%
Portfolio Total	**$23,193,157.19**	**$25,050,459.78**	**100.00%**

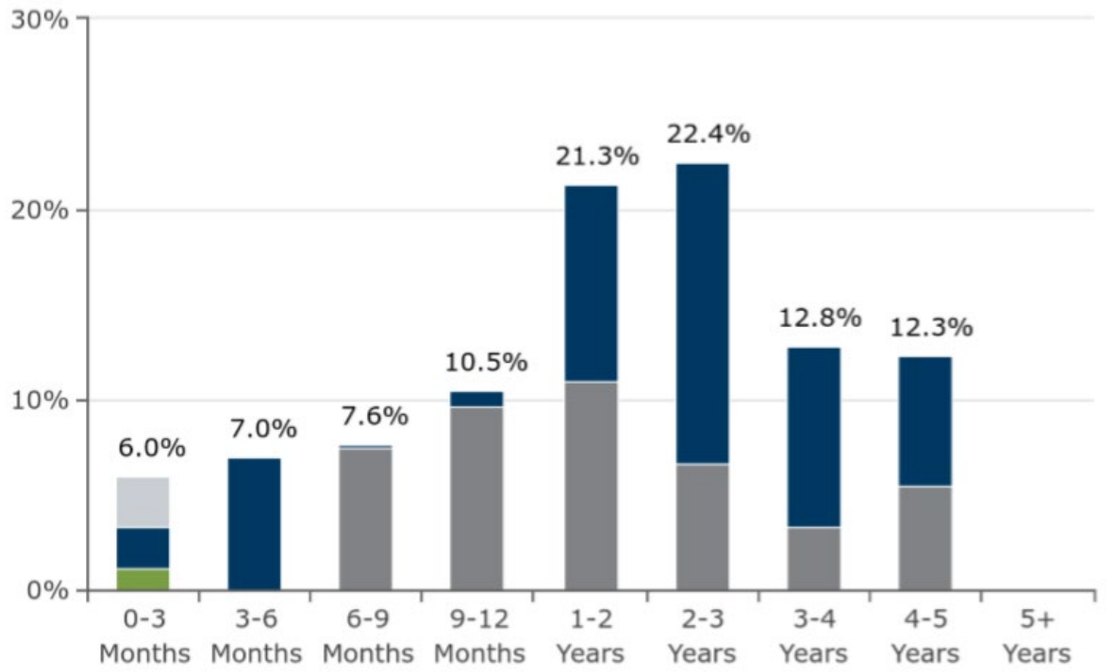


Source: Public Trust Advisors

Reserves Portfolio

- The Reserves Portfolio is structured based on requirements defined in the bond indenture for the City's outstanding debt per debt issuance.
- Decreased the portfolio by approximately 30% during the year as the City identified reserves that were no longer required due to changes in the Master Bond Resolution.
- Invested new proceeds during the 1st quarter FY2021 to build out the portfolio duration and asset allocation.
- Invested money market funds balances from recent maturities during the first quarter of FY2021.
- As of December 31st the portfolio duration was 2.03 years and the book yield was 1.14%.
- The portfolio is diversified with highly rated fixed income securities and compliant with the City's investment policy.

Security Distribution	Sep 30, 2020 Ending Balance	Dec 31, 2020 Ending Balance	Dec 31, 2020 Portfolio Allocation
Cash	$71.67	$0.77	0.00%
U.S. Treasury Notes	$6,430,328.11	$7,835,726.31	43.62%
Federal Instrumentality (GSE)	4,521,401.03	9,457,857.19	52.65%
Money Market Funds	$8,246,963.18	$207,772.87	1.16%
Corporate Notes	463,749.44	463,749.44	2.58%
Portfolio Total	**$19,662,513.43**	**$17,965,106.58**	**100.00%**

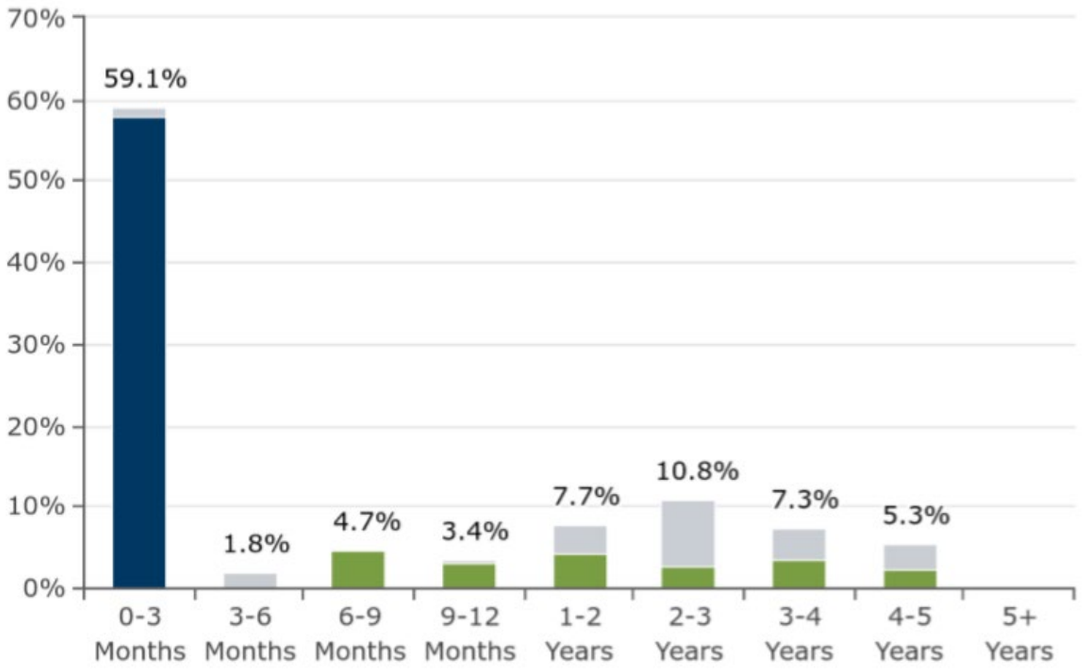


Source: Public Trust Advisors

Restricted Portfolio

- The Restricted Portfolio is restricted cash that is held long-term. These funds are restricted and held long-term.
- Renamed this portfolio during the year to be consistent with the sources and uses of funds.
- Invested money market funds balances from recent maturities during the first quarter of FY2021.
- New proceeds ($5.5mm) were transferred into the portfolio during December.
- As of December 31st the portfolio duration was 2.24 years and the book yield was 0.94% (excluding the new cash transfer).
- The portfolio is diversified with highly rated fixed income securities and compliant with the City's investment policy.

Security Distribution	Sep 30, 2020 Ending Balance	Dec 31, 2020 Ending Balance	Dec 31, 2020 Portfolio Allocation
Cash	$11.08	$26.88	0.00%
U.S. Treasury Notes	$1,304,377.23	$2,018,095.89	20.46%
Federal Instrumentality (GSE)	687,880.49	2,117,094.15	21.46%
Money Market Funds	$2,383,740.45	$5,729,124.59	58.08%
Portfolio Total	**$4,376,009.25**	**$9,864,341.51**	**100.00%**



Source: Public Trust Advisors

Aggregate Asset Allocation – December 31, 2020

Security Distribution[1]	December 31, 2020 Ending Balance	Portfolio Allocation
Cash	$ 61,178,786.22	43.60%
LGIP	599,422.34	0.43%
U.S. Treasury Notes	21,978,870.94	15.66%
U.S. Agency Notes	-	0.00%
FNMA	4,063,673.28	2.90%
FHLMC	9,651,280.94	6.88%
FFCB	874,883.15	0.62%
FHLB	7,251,738.78	5.17%
Fed Instrumentality Subtotal	**$ 21,841,576.15**	**15.57%**
Asset Backed Securities	-	0.00%
Commercial Paper	-	0.00%
Corporate Notes	723,023.27	0.52%
Bankers Acceptances	-	0.00%
Money Market Funds	8,546,303.91	6.09%
Municipal Bonds	-	0.00%
FLCLASS	25,453,526.79	18.14%
Certificates of Deposit	-	0.00%
Total Portfolio Market Value	**$ 140,321,509.63**	**100.00%**

Issuer Description[1]	Sec. Desc.	December 31, 2020 Ending Balance	Portfolio Allocation	Permitted by Policy[2]	Compliant
Cash	Cash	$ -	0.00%	100.00%	YES
FL PRIME (SBA)[2]	LGIP	599,422.34	0.43%	25.00%	YES
FLCLASS	Int Gov	25,453,526.79	18.14%	40.00%	YES
CBOS[2]	Cash	2,101,669.43	1.50%	100.00%	YES
SunTrust Master[2]	Cash	59,077,116.79	42.10%	100.00%	YES
Fidelity MMF	MMF	8,546,303.91	6.09%	100.00%	YES
U.S. Treasury Notes	UST	21,978,870.94	15.66%	100.00%	YES
U.S. Agency Notes	US Agy	-	0.00%	25.00%	YES
FNMA	GSE	3,575,204.45	2.55%	25.00%	YES
FHLMC	GSE	7,509,393.29	5.35%	25.00%	YES
FFCB	GSE	874,883.15	0.62%	25.00%	YES
FHLB	GSE	7,251,738.78	5.17%	25.00%	YES
Wells Fargo & Company	Corp	723,023.27	0.52%	5.00%	YES
FHLMC MBS	MBS	2,141,887.65	1.53%	5.00%	YES
FNMA MBS	MBS	488,468.83	0.35%	5.00%	YES
	MBS	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
Total Portfolio Market Value		**$ 140,321,509.63**	**100.00%**		

Source: Public Trust Advisors, City of Cocoa

Public Trust Advisors 2021 ©

Disclosures

This presentation is for informational purposes only. The information contained herein has been obtained from sources that we believe to be reliable, but its accuracy and completeness are not guaranteed. The materials in the attached are opinions of Public Trust Advisors, LLC and should not be construed as investment advice. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Performance comparisons will be affected by changes in interest rates. Investing involves risk including the possible loss of principal. The presentation is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. All comments and discussion presented are purely based on opinion and assumptions, not fact. These assumptions may or may not be correct based on foreseen and unforeseen events. All calculations and results presented and are for discussion purposes only and should not be used for making and calculations and/or decisions. **Past performance is not an indication of future performance. Any financial and/or investment decision may incur losses.**

The investment advisor providing these services is Public Trust Advisors, LLC, an investment adviser registered with the U.S. Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. Public Trust is required to maintain a written disclosure brochure of our background and business experience. If you would like to receive a copy of our current disclosure brochure, privacy policy, or code of ethics please contact us.

There is no guarantee that investment strategies will achieve the desired results under all market conditions, and each investor should evaluate its ability to invest long-term, especially during periods of a market downturn. This information may contain statements, estimates, or projections that constitute "forward-looking statements" as defined under U.S. federal and other jurisdictions' securities laws. Any such forward looking statements are inherently speculative and are based on currently available information, operating plans, and projections about future events and trends. As such, they are subject to numerous risks and uncertainties.

Public Trust Advisors
717 17th Street, Suite 1850
Denver, Colorado 80202

Public Trust Advisors 2021 ©

Resilient Cocoa

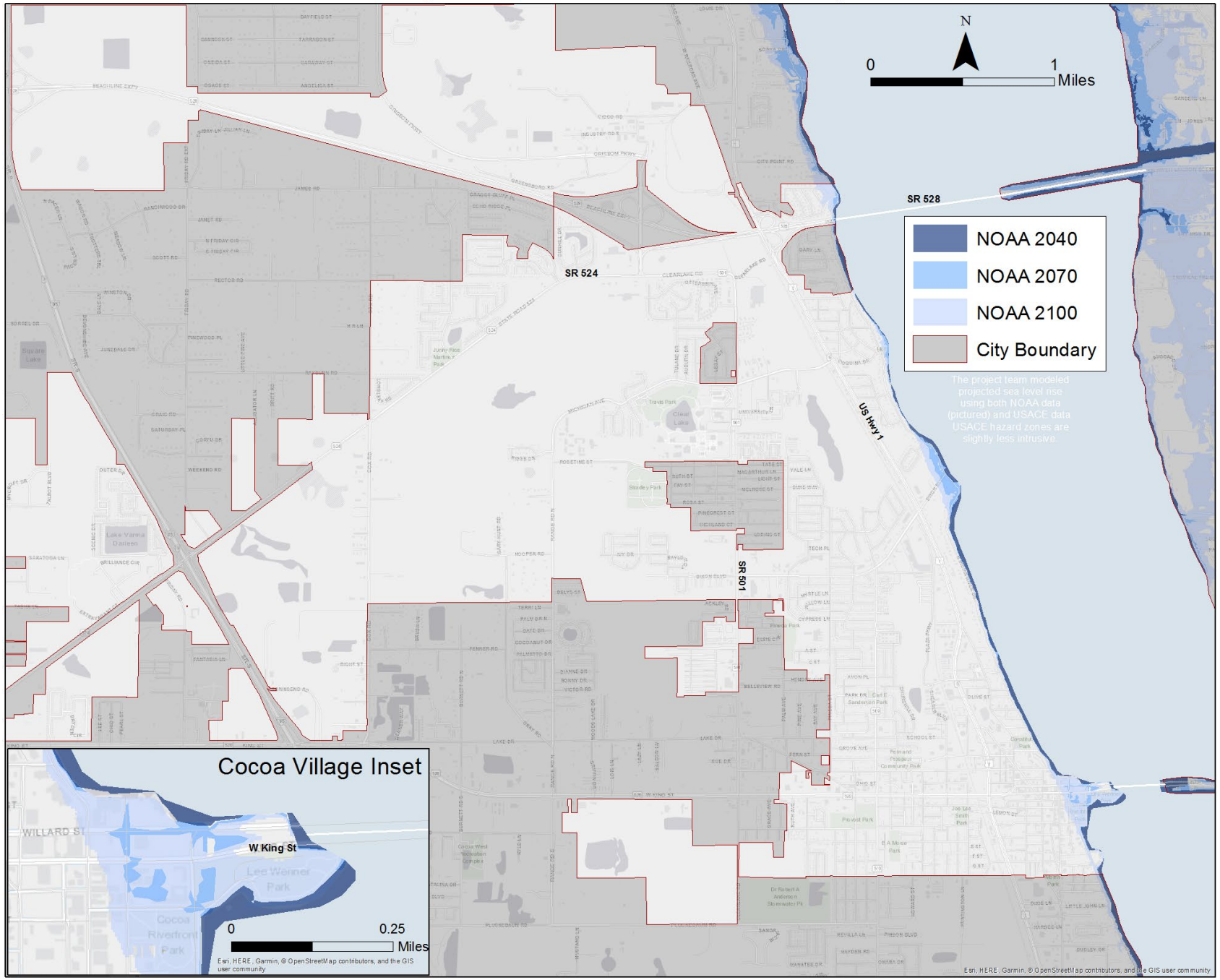
COCOA
FLORIDA

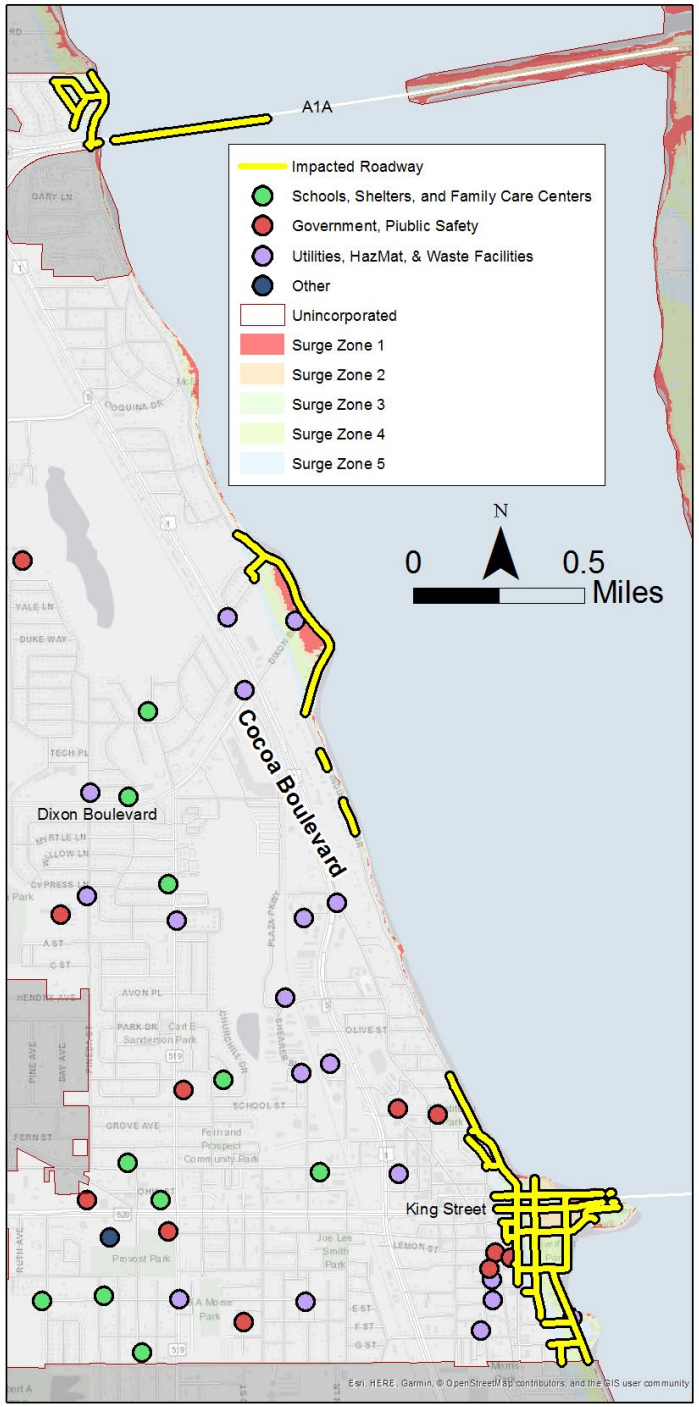
STORM SURGE | FLOODING | SEA LEVEL RISE | SEA LEVEL RISE + SURGE

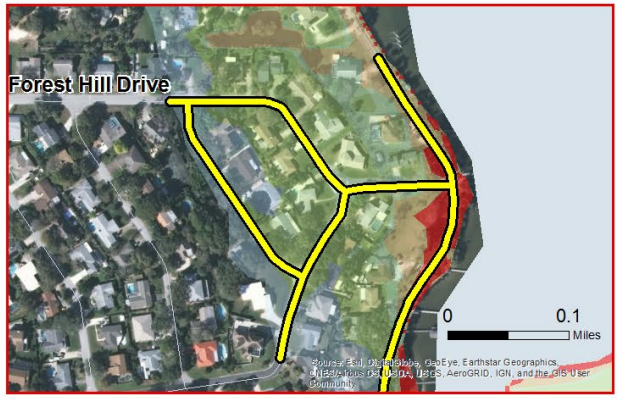
AUGUST 2020

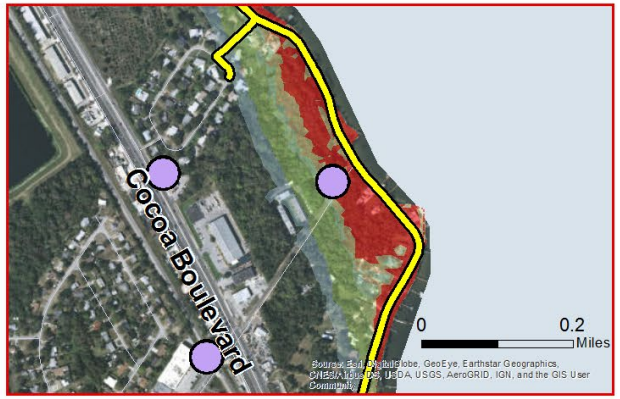
This report was prepared by the East Central Florida Regional Planning Council for the City of Cocoa, the Florida Department of Environmental Protection, and the National Oceanic and Atmospheric Administration.

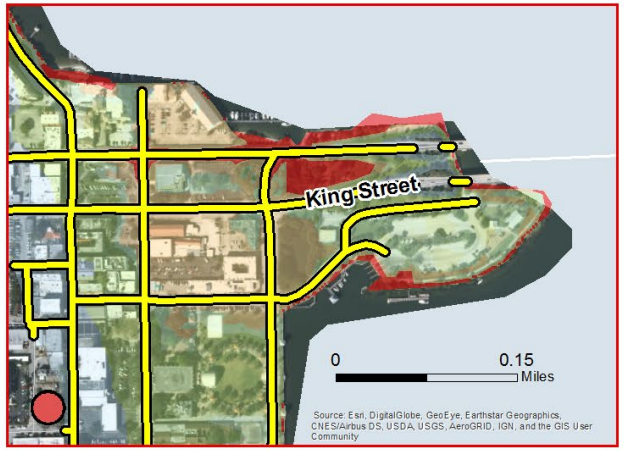
NOAA "High" Sea Level Rise Projection



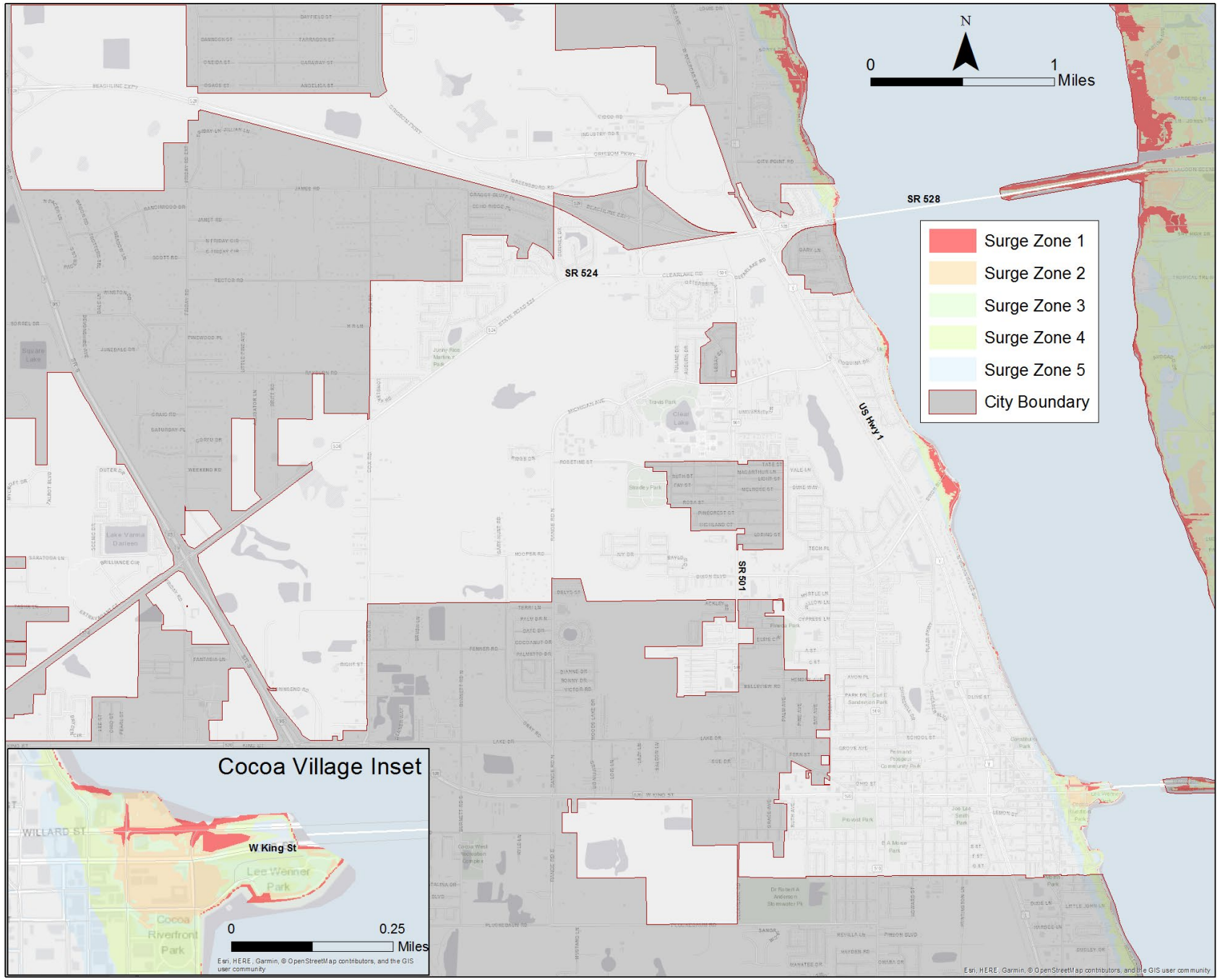

A1A
Impacted Roadway
Schools, Shelters, and Family Care Centers
Government, Piublic Safety
Utilities, HazMat, & Waste Facilities
Other
Unincorporated
Surge Zone 1
Surge Zone 2
Surge Zone 3
Surge Zone 4
Surge Zone 5
N
0
0.5
Miles
Cocoa Boulevard
Dixon Boulevard
King Street
Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community


Forest Hill Drive
0
0.1
Miles
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

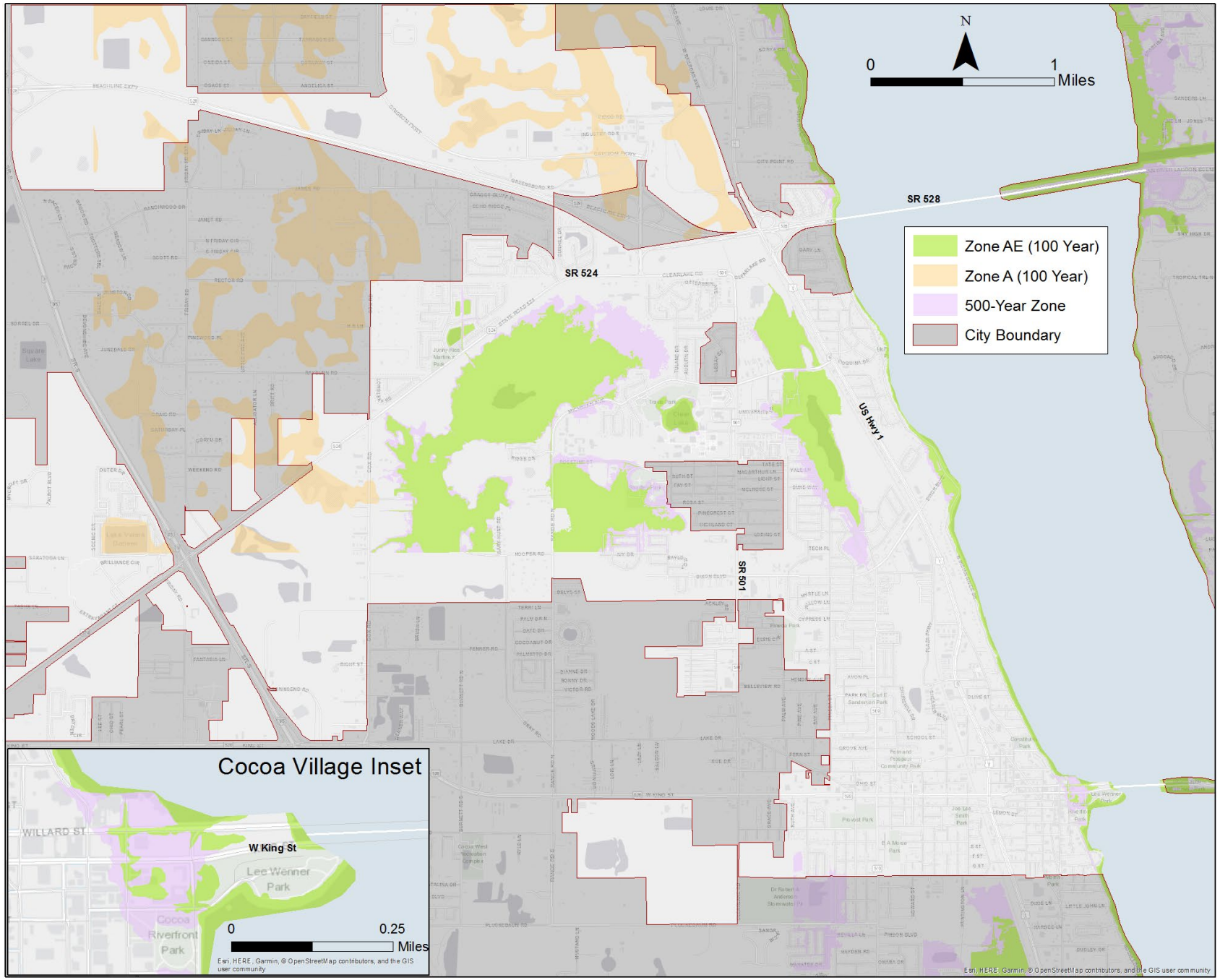

Cocoa Boulevard
0
0.2
Miles
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community


King Street
0
0.15
Miles
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Hurricane Storm Surge Zone



FEMA 100-Year and 500-Year Flood Zones



Resilient Cocoa: Resiliency Action Plan

January 26, 2021

Presented by Jennifer Riggs as agenda item.

Cocoa City Council Meeting

EXHIBIT D: Resilient Cocoa: Resiliency Action Plan

Why Did Cocoa Get Grants for a Resiliency Action Plan?

In 2015, the Florida Legislature passed Senate Bill 1094, titled “Peril of Flood.” The new law, which became effective July 1, 2015, specifies new requirements for the coastal management element of a local government’s comprehensive plan related to coastal flooding and the related impacts of sea level rise.

Why is this legislation is important:

1. FEMA is not going keep insuring built environments on known flood zones and at risk properties.
2. For communities to maintain their bond ratings they are going to have to show smart adaptations to reasonable risk profiles of flooding whether due to storm events or sea level rise.

What does “Peril of Flood” Say?

Section 163.3178(2)(f), Florida Statutes as follows:

A redevelopment component that outlines the principles that must be used to eliminate inappropriate and unsafe development in the coastal areas when opportunities arise. The component must:

1. Include development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.
2. Encourage the use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.
3. Identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.
4. Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.
5. Require that any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with chapter 161.
6. Encourage local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

Why is it Important to Proactively Improve Resilience?

Within 30 years Brevard County and Cocoa appear likely to experience flooding risks: increased frequency and intensity/volume of storms, storm surge, sea level rise.

Today flooding risks are masked. FEMA's flood maps only account for present day flood risks.

1. **There are risks to health and safety.**
2. **There are risks to real property and the built environment.**
3. **Cocoa's population has areas of high vulnerability: Look at Social/Vulnerability Analysis, Resilient Cocoa pg 5.**
4. **There are Financial Risks for City!!!**

More on Financial Risks: Reasons to Proactively Improve Resilience

1. Not a gentle glide path, but an abrupt cliff: property values

As the real estate market adjusts its perception of risk, the shift is likely to happen abruptly and accompany an irreversible decline in the value of homes and commercial properties.

2. Vicious Cycle: decline in tax revenues, decline in bond ratings, decline in ability to afford to become more resilient

Declining property values will impact local tax revenues and the ability of communities to adapt their infrastructures. Communities may find it harder to raise funds for increasing their resilience to floods -- through the bond market, for instance -- if their credit rating is lowered because of flood risks.

For communities to maintain credit-worthiness and access to the capital needed for infrastructure adaptation/investment, they will need to increasingly show they have already made smart decisions and investments to adapt and build resilience. (Moody's Investors Services 2017).

3. Insurability????

Flood insurance for chronically inundated coastal properties could become increasingly expensive -- or not available at all (FEMA 2018; Dixon et al. 2017; Lieberman 2017; GAO 2017). A rash of coastal foreclosures and abandoned homes could ensue causing neighborhood blight. . . .even as new real estate wealth is potentially created further inland.

Excerpted from *Underwater: Rising Seas, Chronic Floods, and the Implications for US Coastal Real Estate,* Published Jun 18, 2018.

Resiliency Recommendations
Align Well with Cocoa's Sustainability Plan Priorities!

The Sustainability Advisory Board reviewed the plan and identified five areas where recommendations align well. These fall in five main groupings. The following list is not exhaustive.

1. Pursue Funding Mechanisms for Resiliency Projects

LS-2, 1: Identify possible funding mechanisms to finance resiliency projects

ES-4, 1: Apply for funding opportunities that help finance resiliency projects such as onsite stormwater management, living shorelines, acquiring land that serves as greenspace buffers.

2. Living Shorelines and Green Infrastructure

LS-3: Determine where living shorelines are appropriate and prioritize implementation.

Strangely, there is nothing about canopy inventory, management and expansion.

3. Greenspace and Mitigation

LS-2, 4: Work with stakeholders to assess process for acquiring properties for greenspace and mitigation purposes.

IE-3, 4: Assess properties for potential acquisition for greenspace, public space, and flood mitigation.

Resiliency Recommendations
Align Well with Sustainability Plan Priorities!

4. Update City Codes

LS-3, 1 and 6: Update City's Land Development Code to require onsite storm water management and adopt best practices to mitigate heat island effect.

IE-5, 4: Update land development code to require all new development to design for a net zero discharge of natural runoff.

ID5-1: Audit Comp Plan against other plans to ensure compatibility of addressing resiliency and future development based on future conditions.

IE-5, 5: Adopt urban design guidelines that could protect and buffer structures from the impacts of vulnerabilities such as sea level rise, storm surge, flooding, wind damage, and the urban heat island effect.

IE-6, 1: Update Comp Plan and code to ensure all affordable and low income housing is located outside the 100-year flood zone and (Coastal Community Services Area -???)

5. Communication and Education

LS-4, 2: Educate elected officials about the City's primary vulnerabilities and hazard mitigation strategies.

ES-1, 2: Work with the community to identify local business such as gas stations, food suppliers or other that provide specific services or resources vital for recovery (water, sandbag distribution).

ES-4, 6: Create an outreach plan to involve all communities in the City to engage in local decisions.

IE-1, 1: Create partnerships to educate property owners about the benefits of green infrastructure, living shorelines, oyster matts, etc.

HW-1, 6: Establish a community wide pre-hurricane protocol and alert for identifying and removing hazards (preparing, shelter, and evacuation).

Building Resilience is Important for Cocoa's Prosperity

1. Cocoa has three distinct areas with high vulnerability to flood.
2. Cocoa has large areas with high Social Vulnerability Index scores.
3. FEMA is not going keep insuring buildings on known flood zones and at risk properties.
4. For communities to maintain their bond ratings they are going to have to show smart adaptations to reasonable risk profiles of flooding whether due to storm events or sea level rise.
5. Resilient Cocoa's recommendations align well with Cocoa's Sustainability Plan priorities!

Adopting "Resilient Cocoa" is a benefit for the residents and prosperity of Cocoa.

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	21-104	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	1/27/2021			**In control:**	City Council
On agenda:	2/23/2021			**Final action:**	
Title:	Proclamation: Recognition of Cocoa High School Football Team. (Mayor Blake)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa High School Football Team.pdf				

Date	Ver.	Action By	Action	Result

powered by Legistar™

PROCLAMATION

***WHEREAS**, the Cocoa High School Football Team is a group of well rounded, dedicated individuals whose team GPA is over 3.0; and*

***WHEREAS**, they were the 2020 Cape Coast Conference Football Champions; and*

***WHEREAS**, the Team has appeared in 14 consecutive State Semi-Finals; and*

***WHEREAS**, they have won 4 State Football Championships; and*

***WHEREAS**, the Class of 2021 has 11 Football Scholarship Signees; and*

***WHEREAS**, the Team was ranked #87 in the National Football Ranking for their 2020 season; and*

***WHEREAS**, the Team's success can be attributed to the great leadership, mentorship, and dedication of the Coaches, Faculty, and Staff of the great Cocoa High School.*

***NOW, THEREFORE**, I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby Celebrate the Success and Triumphs of the Cocoa High School Football Team.*

"GO TIGERS!!"

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 23RD day of February, 2021.*

Michael C. Blake

Mayor

ATTEST:

Carie Smalley

City Clerk

Legislation Details (With Text)

File #:	21-141	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/8/2021			**In control:**	City Council
On agenda:	2/23/2021			**Final action:**	
Title:	Certificate of Recognition presentation to Cocoa Auto Salvage. (Councilmember Dyal and Chief Lamm)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Auto Salvage.pdf				

Date	Ver.	Action By	Action	Result

powered by Legistar™

CERTIFICATE OF RECOGNITION

PRESENTED TO

Cocoa Auto Salvage

for your Continued Dedication to the City of Cocoa & the Cocoa Fire Department
and for the donation of training materials used by the Fire Department to increase their knowledge
and techniques in providing emergency services to the citizens and visitors to the City of Cocoa.

City of Cocoa CORPORATE SEAL FLORIDA

Presented this 23rd day of February, 2021
by the Mayor and City Council of the City of Cocoa

Michael C. Blake, Mayor

Legislation Details (With Text)

File #:	21-135	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	2/4/2021			**In control:**	City Council
On agenda:	2/23/2021			**Final action:**	
Title:	Approval to apply for an Assistance to Firefighters Grant (AFG) in the amount $503,025 with a $26,475 match, and to commit an additional $79,425, if awarded, for Additional Equipment Requirements to purchase a Fire Engine. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FEMA AFG Grant - Internal Application.pdf FEMA AFG Grant - 2021 Cocoa Prelim Proposal .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 4, 2021
Agenda Date: February 9, 2021
Prepared By: Jonathan Lamm, Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Approval to apply for an Assistance to Firefighters Grant (AFG) in the amount $503,025 with a $26,475 match, and to commit an additional $79,425, if awarded, for Additional Equipment Requirements to purchase a Fire Engine.

BACKGROUND:

The Fire Department is currently in the process of looking to replace Reserve Engine 2 in next years budget. The reserve Engine currently has 19,230 hrs,103,520 miles, and the maintenance cost to date is $94,914.63. Reserve Engine 2 has become more difficult to find parts for because of its age and can no longer be relied upon as a backup apparatus in the event a front-line unit goes down. The Fire Department is looking to purchase a new engine and place it on the front line and put one of the Supten Engines as a reserve a unit. The Fire Department requested replacement of a fire engine in the FY21 budget, but the purchase had to be deferred due to limited resources. By leveraging an AFG grant for the purchase of a new truck, the Fire Department will be able to purchase a new engine and commit $26,475 in matching funds and additional $79,425 to meet the department's equipment standards. The purchase of this new engine would allow for a more reliable fleet and reserve unit.

STRATEGIC PLAN CONNECTION:

Public Safety- Reducing and eliminating the City's exposure to hazards through effective planning, targeted funding, and hazard mitigation which helps to reduce the loss of life, human suffering, and property damage.

BUDGETARY IMPACT:

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

Should City Council approve the grant application and this grant be awarded, the Fire Department will return to City Council to accept the grant, and provide budget for the grant revenue and expenses. If the grant is awarded in FY21, contingency will be used to provide the $26,475 match and $79,425 in additional funds. If awarded in FY22, the match and additional amount will be provided through current revenue sources or fund balance.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approval to apply for an Assistance to Firefighters Grant (AFG) in the amount $503,025 with a $26,475 match, and to commit an additional $79,425, if awarded, for Additional Equipment Requirements to purchase a Fire Engine.

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Fire/2201	**DIVISION:** Fire/2201
POINT OF CONTACT: Chief Jonathan Lamm	**PROJECT MANAGER:** Chief Lamm/ Tony Jones
NAME OF GRANT: Assistance to Firefighter Grant	
CFDA#/CFSA#: 97.044	**FUNDING AGENCY:** FEMA
AMOUNT REQUESTED: $ 503,025	**GRANT DUE DATE:** 02/12/2021

PROJECT DESCRIPTION:

This grant would help the department purchase a new front line apparatus in order to have a reliable reserve engine ready for use. Our current reserve engine is an E-One and is over 19years old. The engine has had several mechanical issues and is becoming harder to find parts for. The cost to keep the truck operational has become more expensive.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 26,475.00	**TARGET DATE TO COUNCIL:** 02/09/2021
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** Reimbursed after purchase is made.

WHAT ARE THE REPORTING REQUIREMENTS?

Semi-annual reporting for Financial and Programmatic purposes.

FUTURE REQUIREMENTS TO CONSIDER:

Funds must be expended and the equipment must be received during the program period of May 1, 2021 to April 30, 2023.

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

PROPOSAL

TO THE:
City of Cocoa
Cocoa Fire Department Fleet
Attn: Tony Jones

DATE: January 12, 2021

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

One (1) Sutphen Custom Monarch Fire Pumper Rescue Truck
Complete and Delivered for the Total Sum of $529,500.00
This Cooperative pricing is based on Sourcewell Contract 022818 SUT with modifications, options and loose equipment per department specifications.

A prepay discount of $ 13,150 is offered if Invoice is paid within 30 days of contract/PO acceptance making final cost ..... $ 516,350.00

The unit shall be manufactured completely in accordance to the proposal and delivered in approximately **16-18** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for ninety (**90**) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,

Guy Lombardo
South Florida Emergency Vehicles
Authorized Representative for Sutphen Corporation

SOUTH FLORIDA EMERGENCY VEHICLES

Legislation Details (With Text)

File #:	21-136	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	2/4/2021			**In control:**	City Council
On agenda:	2/23/2021			**Final action:**	

Title: Approve Participation in a Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021 in the amount of $162,765; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $16,277 (approximately 10%) for a Project Total of $179,042, Project No. WS19MH. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Vortex Proposal No. 205353.pdf
Permission to Utilize HGAC Contract 018-00382.pdf
FULLY EXECUTED_Standard Form for New Piggyback Contract No. H-GAC_018-00382.pdf
HGAC Price List - 2020.pdf
Vortex Legal Org. Chart.pdf
Vortex-Companies.pdf
HGACBuy Cocoa Participation Proof.pdf
Vortex Companies Updated Contract - June 2018.pdf
Original HGAC Agreement 12-13-11.pdf
Vortex Services COI EXP 12.11.21.pdf
Resolution - Vortex Project Contingency (2-23-21).doc

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 4, 2021
Agenda Date: February 23, 2021
Prepared By: Melinda M. Keesee, Field Operations Technician
Through: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:

To Approve Participation in a Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021 in the amount of $162,765; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $16,277 (approximately 10%) for a Project Total of $179,042, Project No. WS19MH

BACKGROUND:

In FY19 the City of Cocoa Utilities Department, Carollo Engineers, and RedZone Robotics, Inc. (RedZone) completed a comprehensive sanitary sewer manhole assessment program that included a comprehensive evaluation of the condition of manholes and development of a capital improvement program for manhole rehabilitation and replacement. During this process, CCTV data of the City's sanitary sewer manholes (approximately 1,900 manholes) was captured and thoroughly reviewed utilizing the nationally recognized standard Manhole Assessment and Certification Program (MACP) coding process created by the National Association of Sewer Service Companies (NASSCO). Carollo Engineers, Inc. subsequently provided a comprehensive review of the manhole conditions based on RedZone's CCTV data. As part of this analysis, a comprehensive plan was developed to address the manholes that are in need of repair and rehabilitation on an annual basis.

Rehabilitation of the critical manholes was recommended based on the severity of defects, potential for defect progression, consequence of failure, and geographical location. Coating the inside of the manhole structure to provide complete structural repair and reduced infiltration was recommended. The sewer treatment plant will then no longer incur the cost of treating ground water from these leaking manholes, while also extending the manhole's useful life. In addition to the manhole coating, severely corroded manhole frame and covers will be replaced providing additional structural integrity for the manhole and ensuring the safety of nearby drivers and pedestrians.

To maintain the integrity of the sanitary sewer system with minimum construction disturbances, existing manholes are to be rehabilitated with a Geopolymer coating. The Geopolymer coating application process takes approximately four (4) hours to complete with no impact on the sanitary sewer system operations. The replacement of the manhole ring and cover will also have no impact on the sanitary sewer system operations.

In order to continue the necessary manhole rehabilitation program, staff is requesting the use of the H-GAC Buy National Cooperative Purchasing Contract 018-00382. It should be noted that on December 13, 2011, City Council originally approved the participation in the HGACBuy cooperative purchasing program. This contract has been reviewed by the City's Utilities and Purchasing Departments, and has been determined to be applicable to the services required by the Utilities Department. The prices listed within this contract are "not to exceed" prices as outlined in the HGACBuy Terms and Conditions (Section A, Paragraph 23). In addition, staff recommends approval to use the HGACBuy contract with VacVision Environmental LLC (A Vortex Company) to perform Sewer Manhole Rehabilitation, and to authorize a budgeted expenditure for these services not to exceed $162,765.

City staff is also requesting that City Council approve an additional $16,277 as a contingency for the project. The additional amount is requested to cover any additional time and materials that may be required in excess of the original proposal. Although City staff does not anticipate change orders, there is a possibility that unforeseen events would require changes to the project scope. If a change order is required, the additional amount will allow the project to continue moving forward.

The additional $16,277 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.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$179,042
Account Number	424-4125-536.63-00, WS19MH
Account Name	Infrastructure
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On December 13, 2011, City Council approved an interlocal agreement with the Houston-Galveston Area Council (H-GAC) for cooperative purchasing.

On June 26, 2019, City Council approved the participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services utilizing the Gainesville Regional Utilities Contract No. 2014-032, Amendment 4, Effective October 27, 2017 through October 27, 2019, in the amount of $135,745.27.

On March 25, 2020, City Council approved participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract TP07-18 Effective July 1, 2018 through June 30, 2021 in the amount of $362,753.

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021 in the amount of $162,765; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $16,277 (approximately 10%) for a Project Total of $179,042, Project No. WS19MH.

To:	City of Cocoa	**Contact:**	Chris Collier
Address:	65 Stone Street Cocoa, FL 32922	**Phone:**	(321) 433-8633
		Email:	Ccollier@cocoafl.org
Project Name:	FL - Cocoa - Phase II SS MH Rehab	**Bid Number:**	205353
Project Location:	Various Locations, Cocoa, FL	**Bid Date:**	12/9/2020

This bid proposal is figured utilizing the HGAC Contract Pricing (TP07-18)

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A - Base Bid					
P35	Travel And Mobilization - Florida	1.00	EACH	$6,000.00	$6,000.00
G11	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer Liner	746.50	VF	$210.00	$156,765.00
			Total Price for above A - Base Bid Items:		**$162,765.00**
B - Bill As Needed					
B35	Infiltration Control- Chemical Grout - * To Be Billed As Needed	1.00	GAL	$100.00	$100.00
G17	Rebuild Bench And Invert - *To Be Billed As Needed	10.00	EACH	$425.00	$4,250.00
G28	Vacuum Test Manhole (12" Mainline Or Smaller) - * To Be Billed As Needed	1.00	EACH	$400.00	$400.00
G45	New Manhole Frame And Cover-24" - * To Be Billed As Needed	5.00	EACH	$850.00	$4,250.00
O11	Barricades, Signs, And Traffic Handling (per Setup) - *To Be Billed As Needed	1.00	EACH	$1,500.00	$1,500.00
O13	Flagmen - *To Be Billed As Needed Per Flagger	1.00	HR	$40.00	$40.00
			Total Price for above B - Bill As Needed Items:		**$10,540.00**

Notes:

- Actual Quantities to be determined in the field
- Ring & Covers to be supplied by the City of Cocoa
- Items 001, 007 and 008 are to establish unit pricing. They will be charged on as needed basis
- If necessary, Owner / Contractor will provide bypass pumping
- Owner / Contractor will provide access to each and every manhole
- A quantity of 1' per manhole is added in items 004-G11 and 005-G14 in order to account for coating of benches and inverts

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Vortex Services LLC

Authorized Signature: _____

Estimator: Nate Kennedy
(832) 392-1816 nkennedy@vortexcompanies.com

Melinda Keesee

From: Heath Hancher
Sent: Thursday, October 15, 2020 3:32 PM
To: Heath Hancher
Subject: Piggyback Approval

V/r
Heath Hancher PmP, CPPM
Purchasing / Contracts Div. Manager

From: Heath Hancher
Sent: Tuesday, March 3, 2020 11:49 AM
To: Johnson, Veronica <Veronica.Johnson@h-gac.com>
Subject: RE:

Thanks Veronica! It was a pleasure talking with you this morning and cannot thank you enough for sending over the latest HGAC contract. If I have any questions I will be sure to give you a buzz. Wishing you all the best!

V/r
Heath Hancher
Purchasing & Contracts Division
Manager

From: Johnson, Veronica <Veronica.Johnson@h-gac.com>
Sent: Tuesday, March 3, 2020 9:42 AM
To: Heath Hancher <hhancher@cocoafl.org>
Subject:

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Please see executed contract for Vortex and permission for use.

Thank you,

Veronica Johnson

Veronica Johnson CTCM, CTPM
Procurement Coordinator
Houston Galveston Area Council
Cooperative Purchasing
713-993-2446

HGACBuy
THE SMART PURCHASING SOLUTION

ORIGINAL

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **VORTEX SERVICES, LLC** (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. 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 H-GAC Houston – Galveston Area Council , said contract being identified as: CoOp – Vortex Services LLC – Public Services Contract No. 018-00382; Manhole Rehabilitation and other related services specified within the Cooperative Agreement, Table Form D - Products and Service Offerings Invitation No. TP07-18 (referred to as the "original government contract").

2. 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.

3. 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:

This agreement shall commence upon the latest date of signature by and between mutual parties, the City of Cocoa and Vortex Services. All services under this agreement shall be in conformance with the original H-GAC CoOp agreement and will terminate on June 30, 2021. Unless directly specified under a written change or extension provisioned under Article 15, of the original agreement, which shall be fully executed by H-GAC, the VENDOR (Vortex Services) to this agreement, upon which the City of Cocoa shall continue services should it be in the best interest of the City.

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 FDOT, 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 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.

b. Any other provisions that will be modified:

N/A

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

Vortex Services, LLC

Entered this 17 day of December

Ben Roese, Regional Vice President

(Signature)

12/17/2020

(Date)

CITY OF COCOA

By: _____, 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: N / A _____, Mayor (For purchases in excess of the City Manager's purchase order authority).

Attested By: _____ City Clerk

CITY OF COCOA CORPORATE SEAL FLORIDA

DocuSign Envelope ID: 734AB0DC-AF4A-4B87-B4CA-3FBC80FCD19F

FORM D - Products and Services Offerings (Tab B)				
Offer Name:		**Vortex Companies, LLC**		
Invitation No.		**TP07-18 Trenchless Pipeline Rehabilitation Services**		
Section	**Item No.**	**Full Description**	**UNITS**	**PRICE**
A. Clean/TV and Evaluation for Gravity Pipelines				
	A1	Sewer Main Television Inspection (8" through 15" Diameter)	LF	4.00
	A2	Sewer Main Television Inspection (18" through 24" Diameter)	LF	6.00
	A3	Sewer Main Television Inspection (27" through 36" Diameter)	LF	8.00
	A4	Sewer Main Television Inspection (42" through 48" Diameter)	LF	12.00
	A5	Sewer Main Television Inspection (54" through 60" Diameter)	LF	14.00
	A6	Sewer Main Television Inspection (66" through 72" Diameter)	LF	22.00
	A7	Sewer Main Television Inspection (78" through 90" Diameter)	LF	35.00
	A8	Sewer Main Television Insepction (96" through 108" Diameter)	LF	40.00
	A9	Sewer Main Cleaning - Normal (8" through 15" Diameter)	LF	4.00
	A10	Sewer Main Cleaning - Normal (18" through 24" Diameter)	LF	6.00
	A11	Sewer Main Cleaning - Normal (27" through 36" Diameter)	LF	8.00
	A12	Sewer Main Cleaning - Normal (42" through 48" Diameter)	LF	12.00
	A13	Sewer Main Cleaning - Normal (54" through 60" Diameter)	LF	14.00
	A14	Sewer Main Cleaning - Normal (66" through 72" Diameter)	LF	22.00
	A15	Sewer Main Cleaning - Normal (78" through 90" Diameter)	LF	35.00
	A16	Sewer Main Cleaning - Normal (96" through 108" Diameter)	LF	40.00
	A17	Sewer Main Cleaning - Mechanical (8" through 15" Diameter)	LF	6.00
	A18	Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	LF	8.00
	A19	Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	LF	25.00
	A20	Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	LF	35.00
	A21	Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	LF	38.00
	A22	Sewer Main Cleaning - Mechanical (66" through 72" Diameter)	LF	55.00
	A23	Sewer Main Cleaning - Mechanical (78" through 90" Diameter)	LF	80.00
	A24	Sewer Main Cleaning - Mechanical (96" through 108" Diameter)	LF	110.00
	A25	6" Clean and TV storm sewer	LF	5.52
	A26	8" Clean and TV storm sewer	LF	5.52
	A27	10" Clean and TV storm sewer	LF	6.90
	A28	12" Clean and TV storm sewer	LF	6.90
	A29	15" Clean and TV storm sewer	LF	9.66
	A30	18" Clean and TV storm sewer	LF	13.80
	A31	21" Clean and TV storm sewer	LF	16.56
	A32	24" Clean and TV storm sewer	LF	19.32
	A33	27" Clean and TV storm sewer	LF	20.70
	A34	30" Clean and TV storm sewer	LF	27.60
	A35	33" Clean and TV storm sewer	LF	34.50
	A36	36" Clean and TV storm sewer	LF	41.40
	A37	42" Clean and TV storm sewer	LF	55.20
	A38	48" Clean and TV storm sewer	LF	69.00
	A39	54" Clean and TV storm sewer	LF	82.80
	A40	60" Clean and TV storm sewer	LF	100.00
	A41	66" Clean and TV storm sewer	LF	115.00
	A42	72" Clean and TV storm sewer	LF	130.00
	A43	78" Clean and TV storm sewer	LF	145.00
	A44	84" Clean and TV storm sewer	LF	160.00

DocuSign Envelope ID: 734AB0DC-AF4A-4B87-B4CA-3FBC80FCD19F

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	A45	90" Clean and TV storm sewer	LF	175.00
	A46	96" Clean and TV storm sewer	LF	190.00
	A47	102" Clean and TV storm sewer	LF	205.00
	A48	108" Clean and TV storm sewer	LF	220.00
	A49	114" Clean and TV storm sewer	LF	235.00
	A50	Greater than 114" Clean and TV storm sewer	LF	250.00
	A51	6" - 12" Post TV Inspection After Rehabilitation	LF	5.00
	A52	14" - 20" Post TV Inspection After Rehabilitation	LF	5.00
	A53	21" - 36" Post TV Inspection After Rehabilitation	LF	9.00
	A54	37"- 42" Post TV Inspection After Rehabilitation	LF	12.00
	A55	43"- 48" Post TV Inspection After Rehabilitation	LF	22.00
	A56	49"- 54" Post TV Inspection After Rehabilitation	LF	32.00
	A57	55"- 60" Post TV Inspection After Rehabilitation	LF	42.00
	A58	61"- 72" Post TV Inspection After Rehabilitation	LF	52.00
	A59	73" or Larger Post TV Inspection After Rehabilitation	LF	62.00
	A60	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	EA	4312.00
	A61	Major Lift Station Cleaning - Additional Hours	HR	1078.00
	A62	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	EA	1150.00
	A63	Minor Lift Station Cleaning - Additional Hours	HR	287.50
	A64	Vactor Truck Services	HR	500.00
	A65	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	YD	90.00
	A66	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	YD	350.00
	A67	Re-setup for TV Due to Point Repairs or Obstructions	EA	300.00
	A68	Mechanical Root removal	LF	8.00
	A69	Grease removal	LF	3.22
	A70	Other Remote Obstruction removal (max. 5 lf)	EA	690.00
	A71	Smoke Testing	LF	1.84
	A72	Manhole/Cleanout & Sewer Line Visual Inspection	EA	184.00
	A73	GPS Survey of Manholes & Cleanouts	EA	400.00
	A74	Heavy Debris Removal - MAN ENTRY	EA	250.00
	A75	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	EA	500.00
	A76	Heavy Debris Removal - REMOTE ENTRY	LF	1000.00
	A77	Dyed Water Flooding/Leak Quantification & Evaluation	EA	322.00
B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines				
	B1	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	405.00
	B2	42" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	430.00
	B3	48" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	460.00
	B4	54" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	645.00
	B5	60” STORM PIPE - QLS CAST REHABILITATION - 1.5" Thickness	LF	678.00
	B6	66” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	715.00
	B7	72” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	850.00
	B8	78” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	925.00
	B9	84” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1075.00
	B10	90” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1200.00
	B11	96” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1500.00
	B12	102" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1800.00
	B13	108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2300.00
	B14	Greater than 108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2700.00
	B15	NON ROUND SEWER PIPE	SF	55.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	B16	36" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	LF	405.00
	B17	42" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	LF	430.00
	B18	48" SANITARY PIPE - QLS REHABILITATION - 1" Thickness	LF	460.00
	B19	54" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	645.00
	B20	60” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	678.00
	B21	66” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	715.00
	B22	72” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	850.00
	B23	78” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	925.00
	B24	84” SANITARY PIPE - QLS CAST REHABILITATION - 1.5" Thickness	LF	1075.00
	B25	90” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1200.00
	B26	96” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1500.00
	B27	102" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1800.00
	B28	108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2300.00
	B29	Greater than 108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2700.00
	B30	EACH ADDITIONAL .5" Thickness	SF	15.00
	B31	REINFORCEMENT WITH WELDED WIRE FABRIC- 4X4W4	SF(of WWF)	15.00
	B32	REINFORCEMENT WITH REBAR- #3	LF(of Rebar)	10.00
	B33	REINFORCEMENT WITH REBAR- #4	LF(of Rebar)	20.00
	B34	REINFORCEMENT WITH REBAR- #8	LF(of Rebar)	40.00
	B35	INFILTRATION CONTROL- CHEMICAL GROUT	GALLON	100.00
	B36	INFILTRATION CONTROL- QUAD-PLUG	PAIL	50.00
	B37	REBUILD INVERT	CF	75.00
	B38	JOINT PREPARATION	LF	20.00
	B39	ANTIMICROBIAL APPLICATION	SF	5.00
	B40	CHANNEL EXCAVATION	CY	50.00
	B41	DEBRIS REMOVAL	CY	65.00
	B42	CLEARING AND GRUBBING	AC	4500.00
	B43	TREE REMOVAL (6” – 12”)	EACH	1500.00
	B44	TREE REMOVAL (13” – 23”)	EACH	3000.00
	B45	TREE REMOVAL (> 24”)	EACH	5000.00
	B46	REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	EACH	1200.00
	B47	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	EACH	250.00
C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines				
	C1	6" x 4.5mm STEAM / WATER CURE	LF	36.80
	C2	8" x 6.0mm STEAM WATER CURE	LF	34.96
	C3	10" x 6.0mm STEAM /WATER CURE	LF	38.64
	C4	12" x 6.0mm STEAM /WATER CURE	LF	53.36
	C5	15" x 7.5mm STEAM /WATER CURE	LF	64.40
	C6	18" x 9.0mm STEAM/WATER CURE	LF	78.20
	C7	21" x 9.0mm STEAM/WATER CURE	LF	105.80
	C8	24" x 10.5mm STEAM/WATER CURE	LF	128.80
	C9	27" x 10.5mm STEAM /WATER CURE	LF	147.20
	C10	30" x 12.0mm STEAM /WATER CURE	LF	174.80
	C11	33" x 12.0mm STEAM /WATER CURE	LF	207.00
	C12	36" x 12.0mm STEAM /WATER CURE	LF	230.00
	C13	42" x 13.5mm STEAM/WATER CURE	LF	257.60
	C14	48" x 15.0mm STEAM /WATER CURE	LF	432.40
	C15	54" x 18.0mm STEAM/WATER CURE	LF	552.00
	C16	60" x 22.5mm STEAM /WATER CURE	LF	650.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	C17	6" & 8" Additional 1.5mm	LF	0.92
	C18	10" & 12" Additional 1.5mm	LF	4.60
	C19	15" & 18" Additional 1.5mm	LF	13.80
	C20	21" & 24" Additional 1.5mm	LF	23.00
	C21	27" Additional 1.5mm	LF	27.60
	C22	30" Additional 1.5mm	LF	32.20
	C23	33" Additional 1.5mm	EA	36.80
	C24	36" Additional 1.5mm	EA	41.40
	C25	42" Additional 1.5mm	EA	46.00
	C26	48" Additional 1.5mm	EA	55.20
	C27	54" Additional 1.5mm	EA	64.40
	C28	60" Additional 1.5mm	EA	75.00
	C29	Internal reconnects on Cured-in-place pipe	EA	276.00
	C30	6" & 8" Additional .7mm	LF	4.00
	C31	10" & 12" Additional .7mm	LF	7.00
	C32	15" Additional .7mm	LF	9.00
	C33	18" Additional .7mm	LF	10.00
	C34	21" Additional .7mm	LF	12.00
	C35	24" Additional .7mm	LF	14.00
	C36	27" Additional .7mm	LF	15.00
	C37	30" Additional .7mm	LF	17.00
	C38	33" Additional .7mm	LF	18.00
	C39	36" Additional .7mm	LF	20.00
	C40	42" Additional .7mm	LF	29.00
	C41	48" Additional .7mm	LF	42.00
	C42	6"-12" CIPP Set-up Charge	LF	7.00
	C43	15"-18" CIPP Set-up Charge	LF	12.00
	C44	21"-24" CIPP Set-up Charge	LF	18.00
	C45	27"-36" CIPP Set-up Charge	LF	24.00
	C46	42"-48" CIPP Set-up Charge	LF	24.00
	C47	6" - 12" CIPP Additional Charge Per Install Length (>200')	LF	36.00
	C48	15" - 18" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	C49	21" - 24" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	C50	27" - 36" CIPP Additional Charge Per Install Length (>200')	LF	48.00
	C51	42" - 48" CIPP Additional Charge Per Install Length (>200')	LF	54.00
	C52	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	5.00
	C53	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	10.00
	C54	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	15.00
	C55	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C56	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C57	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C58	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C59	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C60	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C61	4"-6" Installation and cure of lateral liner from surface clean out to main	LF	5980.00
	C62	4"-6" Set-up for installations of <20 each total	EA	4600.00
	C63	4"-6" Set-up for installations of 20-50 each total	EA	3220.00
	C64	4"-6" Set-up for installations of 51-150 each total	EA	1840.00
	C65	6" - 12" CIPP Setup Charge (< 300 LF)	EA	1000.00
	C66	15" - 21" CIPP Setup Charge (< 300 LF)	EA	1500.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	C67	24" - 36" CIPP Setup Charge (< 300 LF)	EA	2000.00
	C68	36" or Larger CIPP Setup Charge (< 300 LF)	EA	4000.00
	C69	Backyard Easement Setup (6" - 10")	EA	2500.00
	C70	Backyard Easement Setup (12" - 18")	EA	3500.00
	C71	Timber Matting for Large Diameter Setup	SY	75.00
	C72	CIPP Liner Equipment - Total System with Large Inversion Drum (4" - 8")	EA	82500.00
	C73	CIPP Liner Equipment - Total System with Portable Inversion Unit (2" - 8")	EA	75750.00
	C74	CIPP Liner Equipment - Total System with Small Inversion Drum (4" - 8")	EA	87000.00
	C75	Enclosed Trailer for CIPP Liner Equipment	EA	81000.00
D. Pipe Bursting Rehabilitation for Sewer Lines				
	D1	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	LF	55.00
	D2	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	LF	61.00
	D3	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	LF	66.00
	D4	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	LF	63.00
	D5	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	66.00
	D6	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	LF	70.00
	D7	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	LF	72.00
	D8	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	LF	78.00
	D9	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	LF	83.00
	D10	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	LF	81.00
	D11	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	LF	85.00
	D12	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	LF	90.00
	D13	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	LF	130.00
	D14	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	LF	142.00
	D15	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	LF	165.00
	D16	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	LF	160.00
	D17	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	LF	188.00
	D18	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	LF	200.00
	D19	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	LF	190.00
	D20	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	LF	224.00
	D21	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	LF	255.00
	D22	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	LF	240.00
	D23	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	LF	270.00
	D24	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	LF	300.00
	D25	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	LF	285.00
	D26	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	LF	300.00
	D27	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	LF	334.00
	D28	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	LF	305.00
	D29	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	LF	340.00
	D30	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	LF	375.00
	D31	8" - 12" Pipeburst Setup Charge (< 300 LF)	EA	3500.00
	D32	16" - 22" Pipeburst Setup Charge (< 300 LF)	EA	4000.00
	D33	24" or Larger Pipeburst Setup Charge (< 300 LF)	EA	6500.00
	D34	Burst existing 12” Force Main with 12” SDR-11 DIPS HDPE (17.436 ID)	LF	160.00
E. Pipe Bursting Rehabilitation for Water Lines				
	E1	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	65.00
	E2	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	80.00
	E3	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	95.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	E4	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	115.00
	E5	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	135.00
	E6	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	165.00
	E7	6" Flow Stop	EA	6500.00
	E8	8" Flow Stop	EA	7200.00
	E9	10" Flow Stop	EA	8800.00
	E10	12" Flow Stop	EA	10500.00
	E11	3/4" Service Tap, Install on 4"-8" Waterline	EA	1000.00
	E12	1" Service Tap, Install on 4"-8" Waterline	EA	1200.00
	E13	1.5" Service Tap, Install on 4"-8" Waterline	EA	1450.00
	E14	2" Service Tap, Install on 4"-8" Waterline	EA	2000.00
	E15	3/4" Service Tap, Install on 10"-12" Waterline	EA	1000.00
	E16	1" Service Tap, Install on 10"-12" Waterline	EA	1200.00
	E17	1.5" Service Tap, Install on 10"-12" Waterline	EA	1450.00
	E18	2" Service Tap, Install on 10"-12" Waterline	EA	2000.00
	E19	Install 4"-8" tee, to any size	EA	3600.00
	E20	Install 10"-12" tee, to any size	EA	4800.00
	E21	Install 4"-8" mechanical joint wet connection, to any size	EA	2750.00
	E22	Install 10"-12" wet connection, to any size	EA	6000.00
	E23	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	LF	305.00
	E24	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	LF	595.00
	E25	Annual and void space grouting	CY	200.00
	E26	Install 1" Corporation Stop with Valve Box	EA	400.00
	E27	Install 2" Corporation Stop with Valve Box	EA	700.00
	E28	Install 4" gate valve & box	EA	600.00
	E29	Install 6" gate valve & box	EA	800.00
	E30	Install 8" gate valve & box	EA	1200.00
	E31	Install 12" gate valve & box	EA	2200.00
	E32	Install 8"x2" service saddle	EA	900.00
	E33	Install 12"x1" service saddle	EA	1200.00
	E34	Install 12"x2" service saddle	EA	1300.00
	E35	Connect new 1" water line w/existing 1" water line	EA	400.00
	E36	Connect new 2" water line w/existing 2" water line	EA	500.00
	E37	Connect new 4" water line w/existing 4" water line	EA	600.00
	E38	Connect new 6" water line w/existing 6" water line	EA	700.00
	E39	Connect new 8" water line w/existing 8" water line	EA	800.00
	E40	Connect new 12" water line w/existing 12" water line	EA	1000.00
	E41	Install 3/4 inch service connections	EA	525.00
	E42	Remove and dispose of existing fire hydrant	EA	500.00
	E43	Salvage existing fire hydrant and re-install in new location	EA	3200.00
	E44	Repair pavement with cold mix asphalt	TON	150.00
	E45	Furnish and install 8" x 6" ductile iron fire hydrant tee	EA	535.00
	E46	Furnish and install 6" ductile iron pipe fire hydrant lead piping	EA	625.00
	E47	Furnish and install 8" x 6" fire hydrant or approved equal, including lead & FH valve	EA	4500.00
F. Sliplining With HDPE or FRP Rehabilitation				
	F1	6" HDPE IPS SDR 21 (0'- 8' deep)	LF	46.00
	F2	6" HDPE IPS SDR 21 (8'- 12' deep)	LF	50.60
	F3	6" HDPE IPS SDR 21 (12'- 16' deep)	LF	55.20
	F4	8" HDPE IPS SDR 21 (0'- 8' deep)	LF	46.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	F5	8" HDPE IPS SDR 21 (8'- 12' deep)	LF	50.60
	F6	8" HDPE IPS SDR 21 (12'- 16' deep)	LF	55.20
	F7	10" HDPE IPS SDR 21 (0'- 8' deep)	LF	50.60
	F8	10" HDPE IPS SDR 21 (8'- 12' deep)	LF	55.20
	F9	10" HDPE IPS SDR 21 (12'- 16' deep)	LF	59.80
	F10	12" HDPE IPS SDR 21 (0'- 8' deep)	LF	59.80
	F11	12" HDPE IPS SDR 21 (8'- 12' deep)	LF	64.40
	F12	12" HDPE IPS SDR 21 (12'- 16' deep)	LF	69.00
	F13	16" HDPE IPS SDR 21 (0'- 8' deep)	LF	69.00
	F14	16" HDPE IPS SDR 21 (8'- 12' deep)	LF	78.20
	F15	16" HDPE IPS SDR 21 (12'- 16' deep)	LF	92.00
	F16	18" HDPE IPS SDR 21 (0'- 8' deep)	LF	82.80
	F17	18" HDPE IPS SDR 21 (8'- 12' deep)	LF	92.00
	F18	18" HDPE IPS SDR 21 (12'- 16' deep)	LF	110.40
	F19	20" HDPE IPS SDR 21 (0'- 8' deep)	LF	110.40
	F20	20" HDPE IPS SDR 21 (8'- 12' deep)	LF	119.60
	F21	20" HDPE IPS SDR 21 (12'- 16' deep)	LF	133.40
	F22	24" HDPE IPS SDR 21 (0'- 8' deep)	LF	128.80
	F23	24" HDPE IPS SDR 21 (8'- 12' deep)	LF	138.00
	F24	24" HDPE IPS SDR 21 (12'- 16' deep)	LF	151.80
	F25	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	253.00
	F26	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	276.00
	F27	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	322.00
	F28	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	368.00
	F29	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	506.00
	F30	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	552.00
	F31	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	736.00
	F32	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	920.00
	F33	27" Installation of FRP or SRPCP segments <10lf joints	LF	303.60
	F34	30" Installation of FRP or SRPCP segments <10lf joints	LF	331.20
	F35	36" Installation of FRP or SRPCP segments <10lf joints	LF	386.40
	F36	42" Installation of FRP or SRPCP segments <10lf joints	LF	441.60
	F37	48" Installation of FRP or SRPCP segments <10lf joints	LF	607.20
	F38	54" Installation of FRP or SRPCP segments <10lf joints	LF	662.40
	F39	60" Installation of FRP or SRPCP segments <10lf joints	LF	883.20
	F40	72" Installation of FRP or SRPCP segments <10lf joints	LF	1104.00
	F41	27" Set-up for contiguous installations < 150 lf	LS	920.00
	F42	30" Set-up for contiguous installations < 150 lf	LS	1840.00
	F43	36" Set-up for contiguous installations < 150 lf	LS	1840.00
	F44	42" Set-up for contiguous installations < 150 lf	LS	1840.00
	F45	48" Set-up for contiguous installations < 150 lf	LS	1840.00
	F46	54" Set-up for contiguous installations < 150 lf	LS	1840.00
	F47	60" Set-up for contiguous installations < 150 lf	LS	1840.00
	F48	72" Set-up for contiguous installations < 150 lf	LS	1840.00
	F49	All Sizes Annular space grouting cement slurry base	CUFT	60.00
	F50	All Sizes Set-up for annular space grouting <100 cubic feet	LS	5000.00
	F51	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	LB	92.00
G. Manhole and Structure Rehabilitation				
	G1	Structure (Manhole) Rehabilitation and Corrosion Protection and Additional Associated Items.		

DocuSign Envelope ID: 734AB0DC-AF4A-4B87-B4CA-3FBC80FCD19F

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	G2	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland-based cementitious liner	VF	150.00
	G3	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland-based cementitious liner	VF	160.00
	G4	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland-based cementitious liner	VF	170.00
	G5	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	200.00
	G6	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	230.00
	G7	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	260.00
	G8	Manhole Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	300.00
	G9	Manhole Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	350.00
	G10	Manhole Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	400.00
	G11	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	VF	400.00
	G12	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	VF	450.00
	G13	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	VF	500.00
	G14	Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	600.00
	G15	Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	650.00
	G16	Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	700.00
	G17	Rebuild Bench and Invert	EA	1000.00
	G18	Lift / Pump Station Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G19	Lift / Pump Station Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G20	Lift / Pump Station Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G21	Lift / Pump Station Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G22	Lift / Pump Station Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G23	WWTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G24	WWTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G25	WWTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G26	WWTP Structure Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G27	WWTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G28	Vacuum Test Manhole (12" mainline or smaller)	EA	400.00
	G29	Holiday Test Manhole (Epoxy Only)	EA	400.00
	G30	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch cementitious	SQFT	35.00
	G31	Manhole Rehabilitation - Epoxy/Polyurea/or approved equal - (Standard 4-ft Diameter)	VF	400.00
	G32	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - Epoxy/Polyurea/or approved equal	SQFT	80.00
	G33	Manhole Rehabilitation - w/1 inch Geopolymer	VF	400.00
	G34	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	SQFT	145.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	G35	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	EA	1800.00
	G36	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	VF	400.00
	G37	All Sizes Installation of poured in place structure without forms remaining depth <10 vf	SQFT	90.00
	G38	All Sizes Installation of poured in place structure with forms remaining depth <10 vf	SQFT	90.00
	G39	All Sizes Installation of poured in place structure without forms remaining depth +10 vf <20 vf	SQFT	90.00
	G40	All Sizes Installation of poured in place structure with forms remaining depth +10 vf <20 vf	SQFT	90.00
	G41	All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf	SQFT	90.00
	G42	All Sizes Installation of poured in place structure with forms remaining depth +20 vf <40 vf	SQFT	90.00
	G43	All Sizes Set-up for install of poured in place MH structure <100 sq ft	LS	1380.00
	G44	All Sizes Installation of Manhole Chimney Seal	EA	552.00
	G45	New manhole frame and cover-24"	EA	850.00
	G46	New manhole frame and cover-32"	EA	1500.00
	G47	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-24"	EA	1600.00
	G48	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-32"	EA	1920.00
	G49	Adjust manhole frame and cover up to 1 Ft	EA	950.00
	G50	Adjust manhole frame and cover over 1 Ft	VF	500.00
	G51	Invert Installation, 4' Dia.	EACH	1400.00
	G52	Invert Installation, 5' Dia.	EACH	1500.00
	G53	Invert Installation, 6' Dia.	EACH	1700.00
	G54	Invert Installation, Other Configurations	SF	2500.00
	G55	MACP MH Inspections - Level 1	EA	125.00
	G56	MACP MH Inspections - Level 2	EA	225.00
	G57	MACP MH Inspections - w/ Lidar - Level 2	EA	275.00
	G58	MACP MH Inspections - Level 1 (Deliverable)	EA	20.00
	G59	MACP MH Inspections - Level 2 (Deliverable)	EA	125.00
	G60	MACP MH Inspections w/ Lidard - Level 2 (Deliverable)	EA	200.00
	G61	WTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or Approved Equal	SQFT	80.00
	G62	WTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyeurea	SQFT	175.00
	G63	WTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious Liner	SQFT	25.00
	G64	WTP Structure Rehabilitation - 1-inch Geopolymer Liner	SQFT	145.00
	G65	WTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G66	Assessment Technician (Engineering, Inspection, Etc.) - $300	HR	300.00
H. Excavation and Associated Items.				
	H1	6" - 8" Point repair (0'- 8' deep)	EA	4830.00
	H2	6" - 8" Point repair (8'- 12' deep)	EA	5520.00
	H3	6" - 8" Point repair (12'-16' deep)	EA	10350.00
	H4	10" - 12" Point repair (0'- 8' deep)	EA	5060.00
	H5	10" - 12" Point repair (8'- 12' deep)	EA	5750.00
	H6	10" - 12" Point repair (12'-16' deep)	EA	11500.00
	H7	15" - 18" Point repair (0'-8' deep)	EA	6900.00
	H8	15" - 18" Point repair (8'-12' deep)	EA	8050.00
	H9	15" - 18" Point repair (12'-16' deep)	EA	13800.00
	H10	21" - 24" Point repair (0'-8' deep)	EA	13800.00
	H11	21" - 24" Point repair (8'-12' deep)	EA	16100.00
	H12	21" - 24" Point repair (12'-16' deep)	EA	20700.00
	H13	6" - 8" Point repair extra length over 10 linear feet	LF	89.70

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	H14	10" - 12" Point repair extra length over 10 linear feet	LF	89.70
	H15	15" - 18" Point repair extra length over 10 linear feet	LF	138.00
	H16	21" - 24" Point repair extra length over 10 linear feet	LF	207.00
	H17	Obstruction Removal (0'- 12' deep)	EA	3450.00
	H18	Obstruction Removal (12'- 15' deep)	EA	5750.00
	H19	External reconnect (0'- 8' deep) up to 5 linear feet	EA	1265.00
	H20	External reconnect (8'- 12' deep) up to 5 linear feet	EA	1725.00
	H21	External reconnect (12'- 16' deep) up to 5 linear feet	EA	4025.00
	H22	External reconnect (16-20' deep) up to 5 linear feet	EA	9775.00
	H23	External reconnect (over 20' deep) up to 5 linear feet	EA	14375.00
	H24	Extra length service connection over 5 linear feet	LF	127.00
	H25	Remove and replace or install cleanout	EA	1840.00
	H26	New pipe installation by open cut 6" - 8" (0'- 8' deep)	LF	75.00
	H27	New pipe installation by open cut 6" - 8" (8'- 12' deep)	LF	80.00
	H28	New pipe installation by open cut 6" - 8" (12'-16' deep)	LF	105.00
	H29	New pipe installation by open cut 10" - 12" (0'- 8' deep)	LF	79.00
	H30	New pipe installation by open cut 10" - 12" (8'- 12' deep)	LF	86.00
	H31	New pipe installation by open cut 10" - 12" (12'-16' deep)	LF	115.00
	H32	New pipe installation by open cut 15" - 18" (0'-8' deep)	LF	125.00
	H33	New pipe installation by open cut 15" - 18" (8'-12' deep)	LF	145.00
	H34	New pipe installation by open cut 15" - 18" (12'-16' deep)	LF	165.00
	H35	New pipe installation by open cut 21" - 24" (0'-8' deep)	LF	145.00
	H36	New pipe installation by open cut 21" - 24" (8'-12' deep)	LF	165.00
	H37	New pipe installation by open cut 21" - 24" (12'-16' deep)	LF	185.00
	H38	Mobilization for open cut WO under 200' of pipe	EA	2500.00
	H39	Connection to existing manhole for open cut intallation	EA	2000.00
	H40	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	EA	3500.00
	H41	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	EA	3640.00
	H42	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	EA	3780.00
	H43	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	EA	4060.00
	H44	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	EA	4340.00
	H45	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	EA	4760.00
	H46	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	EA	5320.00
	H47	Access Pit (0'-8' deep)	EA	2875.00
	H48	Access Pit (8'-12' deep)	EA	4025.00
	H49	Access Pit (12'-16' deep)	EA	7475.00
	H50	Access Pit (16'-20' deep)	EA	9775.00
	H51	Access Pit (over 20' deep)	EA	15000.00
	H52	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	EA	2300.00
	H53	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	EA	2875.00
	H54	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	EA	4025.00
	H55	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	EA	7475.00
	H56	Trench safety (0-8' deep)	LF	5.75
	H57	Trench safety (8-12' deep)	LF	9.00
	H58	Trench safety (12-16' deep)	LF	20.00
	H59	Trench safety (16-20' deep)	LF	35.00
	H60	Trench safety over 20' deep)	LF	100.00
	H61	Install New 4' DIA precast manhole 0' - 6' deep	EA	5980.00
	H62	Extra depth 4' DIA precast manhole over 6' deep	VF	633.00
	H63	Install New 5' DIA precast manhole 0' - 6' deep	EA	7820.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	H64	Extra depth 5' DIA precast manhole over 6' deep	VF	863.00
	H65	Install New 6' DIA precast manhole 0' - 6' deep	EA	11270.00
	H66	Extra depth 6' DIA precast manhole over 6' deep	VF	1214.00
	H67	Install New 4' DIA fiberglass manhole 0' - 6' deep	EA	6325.00
	H68	Extra depth 4' DIA fiberglass manhole over 6' deep	VF	633.00
	H69	Install New 5' DIA fiberglass manhole 0' - 6' deep	EA	8050.00
	H70	Extra depth 5' DIA fiberglass manhole over 6' deep	VF	914.00
	H71	Install New 6' DIA fiberglass manhole 0' - 6' deep	EA	13800.00
	H72	Extra depth 6' DIA fiberglass manhole over 6' deep	VF	1214.00
	H73	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	EA	14375.00
	H74	Extra Depth Type B Structure, greater than 6' depth	VF	863.00
	H75	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	EA	14375.00
	H76	Extra Depth Type C Structure, greater than 6' depth	VF	863.00
	H77	Cement stabilized sand	TON	44.00
	H78	Granular backfill/Crushed Rock	TON	41.00
	H79	Flowable Fill	CY	167.00
	H80	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	EA	8625.00
	H81	Extra length dewatering over 20 linear feet	LF	100.00
	H82	Operation Maintain Well Points by the Day	DAY	978.00
	H83	Extra hand excavation	CY	144.00
I. Horizontal Directional Drilling (HDD)				
	I1	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	38.79
	I2	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	38.79
	I3	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	45.00
	I4	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	46.88
	I5	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	5.63
	I6	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	43.28
	I7	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	43.28
	I8	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	48.91
	I9	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	59.21
	I10	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	8.13
	I11	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	46.88
	I12	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	46.88
	I13	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	50.68
	I14	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	70.31
	I15	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	13.75
	I16	15"-18" Installation of pipe clay ground conditions (pipe cost excluded	IN/DIA/LF	160.71
	I17	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	160.71
	I18	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded	IN/DIA/LF	208.34
	I19	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	225.00
	I20	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	26.04
	I21	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	187.50
	I22	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded	IN/DIA/LF	187.50
	I23	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	255.69
	I24	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	312.50
	I25	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 ps	IN/DIA/LF	31.96
	I26	Access Pit for Directional Drill (0'-8' deep)	EA	1106.25
	I27	Access Pit for Directional Drill (8'-12' deep)	EA	1666.25
	I28	Access Pit for Directional Drill (12'-16' deep)	EA	2962.50

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	I29	Access Pit for Directional Drill (16'-20' deep)	EA	5556.25
	I30	2"-4" Set-up for contiguous lengths <150 lf	LS	3625.00
	I31	6"-8" Set-up for contiguous lengths <150 lf	LS	3625.00
	I32	10"-12" Set-up for contiguous lengths <150 lf	LS	3625.00
	I33	15"-18" Set-up for contiguous lengths <150 lf	LS	3625.00
	I34	21"-24" Set-up for contiguous lengths <150 lf	LS	3625.00
	I35	27"-36" Set-up for contiguous lengths <150 lf	LS	3625.00
J. Bypass Pumping for Gravity Pipe and Associated Items.				
	J1	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	EA	2559.00
	J2	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	EA	4800.00
	J3	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	EA	11000.00
	J4	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	EA	17400.00
	J5	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	EA	27000.00
	J6	Additional Length 8" Bypass Discharge Line over 1000 feet	LF	36.00
	J7	Additional Length 10" Bypass Discharge Line over 1000 feet	LF	48.00
	J8	Additional Length 12" Bypass Discharge Line over 1000 feet	LF	88.00
	J9	Additional Length 18" Bypass Discharge Line over 1000 feet	LF	132.00
	J10	Operate 4" pumping System per pump	DAY	500.00
	J11	Operate 6" pumping System per pump	DAY	2880.00
	J12	Operate 8" pumping System per pump	DAY	5640.00
	J13	Operate 12" pumping System per pump	DAY	8840.00
	J14	Operate 18" pumping System per pump	DAY	17760.00
	J15	Bypass - Driveway Ramp (Setup, Operate, Maintain)	DAY	3000.00
	J16	Bypass - Street Ramp (Setup, Operate, Maintain)	DAY	3000.00
	J17	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	LF	92.00
	J18	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	LF	92.00
	J19	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	LF	92.00
	J20	PIPE FUSION MACHINE 6"-18"	DAY	625.00
	J21	PIPE FUSION MACHINE 4" - 12"	DAY	550.00
	J22	PUMP 3" SELF PRIME - DIESEL	DAY	87.50
	J23	PUMP 3" VENTURI PRIME - DIESEL	DAY	106.00
	J24	PUMP 4" VAC ASSIST - DIESEL	DAY	148.00
	J25	PUMP 4" DBA-SILENCER VAC ASSIST - DIESEL	DAY	153.00
	J26	PUMP 6" VAC ASSIST - DIESEL	DAY	163.00
	J27	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL	DAY	191.00
	J28	PUMP 8" VENTURI PRIME - DIESEL	DAY	258.00
	J29	PUMP 8" SUPER VENTURI PRIME - DIESEL	DAY	258.00
	J30	PUMP 8" SUPER VAC ASSIST - DIESEL	DAY	258.00
	J31	PUMP 8" SUPER VAC ASSIST - DIESEL	DAY	450.00
	J32	PUMP 12" VENTURI PRIME - DIESEL	DAY	430.00
	J33	PUMP 12" VAC ASSIST - DIESEL	DAY	430.00
	J34	PUMP 12" DBA-SILENCER VAC ASSIST - DSL	DAY	600.00
	J35	PUMP 12" SUPERVAC ASSIST - DIESEL	DAY	430.00
	J36	PUMP 12"DBA-SILNCER SUPER VAC ASSIST-DSL	DAY	600.00
	J37	PUMP 14" VAC ASSIST - DIESEL	DAY	758.00
	J38	PUMP 18" VAC ASSIST - DIESEL	DAY	1225.00
	J39	PUMP 18" DBA-SILENCER VAC ASSIST - DSL	DAY	875.00
	J40	PUMP 10X8 VAC ASSIST - DIESEL	DAY	438.00
	J41	PUMP 10X8 DBA-SILENCER VAC ASSIST-DIESEL	DAY	625.00
	J42	PUMP 1" TO 1.5" AOD - POLY	DAY	67.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J43	PUMP 2" AOD - ALUMINUM	DAY	47.00
	J44	PUMP 2" AOD - STAINLESS	DAY	95.00
	J45	PUMP 2" AOD - POLY	DAY	116.00
	J46	PUMP 3" AOD - ALUMINUM	DAY	53.00
	J47	PUMP 3" AOD - STAINLESS	DAY	116.00
	J48	PUMP 2" TRASH	DAY	75.00
	J49	PUMP 3" TRASH	DAY	106.00
	J50	PUMP 4" TRASH	DAY	147.00
	J51	PUMP 4" HYDRAULIC HEAD - VORTEX	DAY	125.00
	J52	4" HYDRAULIC PUMP HEAD - CAST IRON	DAY	125.00
	J53	4" HYDRAULIC PUMP HEAD - SLUDGE	DAY	125.00
	J54	6" HYDRAULIC PUMP HEAD - CAST IRON	DAY	150.00
	J55	6" HYDRAULIC PUMP HEAD - STAINLESS	DAY	150.00
	J56	6" HYDRAULIC PUMP HEAD - SLUDGE	DAY	150.00
	J57	8" HYDRAULIC PUMP HEAD - CAST IRON	DAY	188.00
	J58	12" HYDRAULIC PUMP HEAD - CAST IRON	DAY	250.00
	J59	25HP HYDRAULIC POWER UNIT	DAY	188.00
	J60	65HP HYDRAULIC POWER UNIT	DAY	250.00
	J61	150HP HYDRAULIC POWER UNIT	DAY	584.00
	J62	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	DAY	250.00
	J63	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	DAY	375.00
	J64	GATE VALVE 6" AND UNDER STAINLESS STEEL	DAY	20.00
	J65	GATE VALVE 8"	DAY	19.00
	J66	GATE VALVE 8" STAINLESS STEEL	DAY	38.00
	J67	GATE VALVE 12"	DAY	7.00
	J68	GATE VALVE 12" STAINLESS STEEL	DAY	28.00
	J69	GATE VALVE 14"	DAY	20.00
	J70	18" KNIFE GATE VALVE	DAY	185.00
	J71	GATE VALVE 12"	DAY	7.00
	J72	4" CHECK VALVE	DAY	16.00
	J73	12" CHECK VALVE	DAY	47.00
	J74	STANDALONE PUMP MANIFOLD	DAY	188.00
	J75	HOSE 2X20 PVC SUCTION - CAMLOCK	DAY	12.00
	J76	HOSE 2X20 RUBBER SUCTION - CAMLOCK	DAY	12.00
	J77	HOSE 2X50 RUBBER DISCHARGE - CAMLOCK	DAY	12.00
	J78	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	9.00
	J79	HOSE 3X20 PVC SUCTION - CAMLOCK	DAY	33.00
	J80	HOSE 3X20 TANK TRUCK - CAMLOCK	DAY	33.00
	J81	HOSE 3X20 RUBBER SUCTION - CAMLOCK	DAY	33.00
	J82	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	10.00
	J83	HOSE 4X10 RUBBER SUCTION - QC	DAY	19.00
	J84	HOSE 4X20 PVC SUCTION - CAMLOCK	DAY	14.00
	J85	HOSE 4X20 KANAFLEX SUCTION - CAMLOCK	DAY	24.00
	J86	HOSE 4X20 OSD - FLANGED	DAY	31.00
	J87	HOSE 4X20 TANK TRUCK - FLANGED	DAY	31.00
	J88	HOSE 4X20 TANK TRUCK - CAMLOCK	DAY	24.00
	J89	HOSE 4X20 RUBBER SUCTION - CAMLOCK	DAY	24.00
	J90	HOSE 4X20 RUBBER SUCTION - QC	DAY	24.00
	J91	HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	24.00
	J92	HOSE 4X50 LAYFLAT DISCHARGE - QC	DAY	24.00
	J93	HOSE 4X50 RUBBER DISCHARGE - CAMLOCK	DAY	24.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J94	HOSE 6X10 RUBBER SUCTION - CAMLOCK	DAY	24.00
	J95	HOSE 6X10 RUBBER SUCTION - QC	DAY	24.00
	J96	HOSE 6X20 PVC SUCTION - CAMLOCK	DAY	24.00
	J97	HOSE 6X20 KANAFLEX SUCTION - CAMLOCK	DAY	44.00
	J98	HOSE 6X20 KANAFLEX SUCTION - QC	DAY	44.00
	J99	HOSE 6X20 COMPOSITE OSD - FLANGED	DAY	44.00
	J100	HOSE 6X20 OSD - FLANGED	DAY	44.00
	J101	HOSE 6X20 TANK TRUCK - CAMLOCK	DAY	44.00
	J102	HOSE 6X20 RUBBER SUCTION - CAMLOCK	DAY	44.00
	J103	HOSE 6X20 RUBBER SUCTION - QC	DAY	44.00
	J104	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	44.00
	J105	HOSE 6X50 LAYFLAT DISCHARGE - QC	DAY	44.00
	J106	HOSE 6X50 RUBBER DISCHARGE - CAMLOCK	DAY	44.00
	J107	HOSE 8X10 KANAFLEX SUCTION - QC	DAY	75.00
	J108	HOSE 8X10 RUBBER SUCTION - QC	DAY	50.00
	J109	HOSE 8X20 KANAFLEX SUCTION - CAMLOCK	DAY	50.00
	J110	HOSE 8X20 KANAFLEX SUCTION - QC	DAY	50.00
	J111	HOSE 8X20 COMPOSITE OSD - FLANGED	DAY	50.00
	J112	HOSE 8X20 OSD - FLANGED	DAY	50.00
	J113	HOSE 8X20 RUBBER SUCTION - QC	DAY	50.00
	J114	HOSE 8X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	50.00
	J115	HOSE 8X50 LAYFLAT DISCHARGE - QC	DAY	50.00
	J116	HOSE 8X50 RUBBER DISCHARGE - QC	DAY	50.00
	J117	HOSE 10X20 OSD - FLANGED	DAY	57.00
	J118	HOSE 12X10 STAINLESS - FLANGED	DAY	125.00
	J119	HOSE 12X10 OSD - FLANGED	DAY	83.00
	J120	HOSE 12X10 RUBBER SUCTION - FLANGED	DAY	83.00
	J121	HOSE 12X10 RUBBER SUCTION - QC	DAY	83.00
	J122	HOSE 12X20 OSD - FLANGED	DAY	75.00
	J123	HOSE 12X20 RUBBER SUCTION - QC	DAY	83.00
	J124	HOSE 12X25 OSD - FLANGED	DAY	74.00
	J125	HOSE 12X25 OSD DISCHARGE - FLANGED	DAY	74.00
	J126	HOSE 12X30 OSD DISCHARGE - FLANGED	DAY	148.00
	J127	HOSE 14X10 OSD - FLANGED	DAY	148.00
	J128	HOSE 14X20 OSD - FLANGED	DAY	144.00
	J129	6 X 6 CONTAINMENT BERM	DAY	63.00
	J130	8" 45 DEGREE QC ELBOW FITTING	DAY	19.00
	J131	8" 90 DEGREE BAUER FITTING	DAY	19.00
	J132	1 X 50 HYD HOSE	DAY	113.00
	J133	1-1/4 X 50 HYDRAULIC HOSE	DAY	113.00
	J134	FLANGED REDUCERS (ALL SIZES)	DAY	13.00
	J135	Y'S	DAY	7.00
	J136	T'S	DAY	13.00
	J137	STRAINERS (ALL SIZES)	DAY	7.00
	J138	BUTTERFLY VALVES	DAY	19.00
	J139	90'S	DAY	25.00
	J140	45'S	DAY	25.00
	J141	4" ISOLATION VALVE	DAY	19.00
	J142	GATE VALVE 6" AND UNDER	DAY	17.00
	J143	12" HDPE 90	DAY	19.00
	J144	SUCTION/DISCHARGE MANIFOLD	DAY	125.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J145	12 X 12 CONTAINMENT BERM	DAY	125.00
	J146	12"-18" PIPE PLUG	DAY	51.00
	J147	4 X 10 BAUER PIPE	DAY	19.00
	J148	6 X 10 BAUER PIPE	DAY	19.00
	J149	6 X 20 BAUER PIPE	DAY	25.00
	J150	8 X 10 BAUER PIPE	DAY	25.00
	J151	8 X 20 BAUER PIPE	DAY	25.00
	J152	10' BRIDGE STYLE ROAD CROSSING	DAY	375.00
	J153	12" ROAD CROSSING	DAY	73.00
	J154	12" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J155	8" ROAD CROSSING	DAY	125.00
	J156	10" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J157	12" ROAD CROSSING	DAY	125.00
	J158	12" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J159	18" ROAD CROSSING	DAY	188.00
	J160	12 X 10 TYPE A BAUER PIPE	DAY	25.00
	J161	JET ROD	DAY	89.00
	J162	15" - 30" PIPE PLUG	DAY	89.00
	J163	WELLPOINT RISER	DAY	5.00
	J164	SWING ARM ASSEMBLY	DAY	5.00
	J165	8" WELLPOINT HEADER PVC	DAY	25.00
	J166	8" SCHEDULE 40 PVC 90	DAY	12.00
	J167	8" SCHEDULE 40 PVC TEE	DAY	12.00
	J168	6X20 WELLPOINT HEADER PIPE	DAY	19.00
	J169	6" - 20" FUSION MACHINE	DAY	625.00
	J170	8" HDPE PIPE DR17	LF	5.00
	J171	12X8 HDPE REDUCER	DAY	13.00
	J172	12" HDPE PIPE SDR 17	LF	5.00
	J173	12" HDPE PIPE SDR 26	LF	5.00
	J174	14" HDPE 14 X 12 REDUCER	DAY	8.00
	J175	18X12 HDPE REDUCER	DAY	8.00
	J176	18" HDPE 90	DAY	8.00
	J177	18" HDPE SDR 32.5	DAY	3.00
	J178	18" HDPE FLG W/BACKUP RING	DAY	8.00
	J179	18" HDPE 45 BEND	DAY	8.00
	J180	18" KNIFE VALVE	DAY	63.00
	J181	HDPE 45'S	DAY	3.00
	J182	HDPE 90'S	DAY	3.00
	J183	18" HDPE PIPE DR17	LF	5.00
	J184	24" - 48" PIPE PLUG	DAY	160.00
	J185	8" PIPE PLUG	DAY	20.00
	J186	10" PIPE PLUG	DAY	24.00
	J187	12" PIPE PLUG	DAY	27.00
	J188	36" - 60" PIPE PLUG	DAY	297.00
	J189	12" FLNG TEE FLOAT HDPE	DAY	7.00
	J190	18 HDPE FLOATING TEE SUCTION	DAY	10.00
	J191	18" X 4" SADDLE	DAY	19.00
	J192	4" QC 45 BEND	DAY	7.00
	J193	4" QC 90 BEND	DAY	7.00
	J194	END CAP 6"	DAY	7.00

DocuSign Envelope ID: 734AB0DC-AF4A-4B87-B4CA-3FBC80FCD19F

	J195	6" QC FLG X SOCKET	DAY	5.00
	J196	6" QC TEE	DAY	3.00
	J197	6" QC 45 BEND	DAY	5.00
	J198	16" HDPE PIPE	DAY	3.00
	J199	6" QC 90 BEND	DAY	5.00
	J200	8" QC FLG X SOCKET	DAY	3.00
	J201	8X12 QC ENLARGER	DAY	5.00
	J202	8"QC MPT X BALL	DAY	5.00
	J203	8 X 6 QC REDUCER	DAY	5.00
	J204	8" QC STRAINER	DAY	7.00
	J205	8" QC TEE	DAY	3.00
	J206	8" QC 45 BEND	DAY	3.00
	J207	8" QC FLG X BALL	DAY	15.00
	J208	8" QC 90 BEND	DAY	3.00
	J209	FLOAT SWITCH	DAY	9.00
	J210	8 X 20 QCP PIPE DR26	DAY	25.00
	J211	12" QC 90	DAY	5.00
	J212	12" QC 45	DAY	5.00
	J213	FITTING ELBOW 4" 90 DEGREES	DAY	7.00
	J214	FITTING ELBOW 8" 90 DEGREES	DAY	19.00
	J215	PUMP HYDROSTATIC TEST 10K PSI AIR	DAY	43.00
	J216	PUMP HYDROSTATIC TEST 8K PSI	DAY	59.00
	J217	HOSE 8' PUMP HYDROSTATIC TEST	DAY	73.00
	J218	PUMP WATCH PER 8 HOUR SHIFT	8HR	2000.00
	J219	HYDROSTATIC TESTING OF PIPING	HOUR	400.00
	J220	24 HOUR SYSTEM TEST	HOUR	400.00
	J221	TEAR DOWN 4" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	2400.00
	J222	TEAR DOWN 6" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	3000.00
	J223	TEAR DOWN 8" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	4300.00
	J224	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	4200.00
	J225	TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	5500.00
	J226	TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES)	DAY	1500.00
K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems				
	K1	6" Installation of Pressure Pipe Lining (Potable)	LF	360.00
	K2	8" Installation of Pressure Pipe Lining (Potable)	LF	405.00
	K3	10" Installation of Pressure Pipe Lining (Potable)	LF	465.00
	K4	12" Installation of Pressure Pipe Lining (Potable)	LF	516.00
	K5	15" Installation of Pressure Pipe Lining (Potable)	LF	585.00
	K6	18" Installation of Pressure Pipe Lining (Potable)	LF	705.00
	K7	21" Installation of Pressure Pipe Lining (Potable)	LF	786.00
	K8	24" Installation of Pressure Pipe Lining (Potable)	LF	879.00
	K9	27" Installation of Pressure Pipe Lining (Potable)	LF	960.00
	K10	30" Installation of Pressure Pipe Lining (Potable)	LF	1185.00
	K11	33" Installation of Pressure Pipe Lining (Potable)	LF	1380.00
	K12	36" Installation of Pressure Pipe Lining (Potable)	LF	1518.00
	K13	39" Installation of Pressure Pipe Lining (Potable)	LF	1746.00
	K14	42" Installation of Pressure Pipe Lining (Potable)	LF	2070.00
	K15	48" Installation of Pressure Pipe Lining (Potable)	LF	2760.00
	K16	54" Installation of Pressure Pipe Lining (Potable)	LF	3300.00
	K17	6" Reinforced Pressure Pipe Lining (Non-Potable)	LF	270.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	K18	8" Reinforced Pressure Pipe Lining (Non-Potable)	LF	330.00
	K19	10" Reinforced Pressure Pipe Lining (Non-Potable)	LF	390.00
	K20	12" Reinforced Pressure Pipe Lining (Non-Potable)	LF	450.00
	K21	15" Reinforced Pressure Pipe Lining (Non-Potable)	LF	510.00
	K22	18" Reinforced Pressure Pipe Lining (Non-Potable)	LF	630.00
	K23	21" Reinforced Pressure Pipe Lining (Non-Potable)	LF	696.00
	K24	24" Reinforced Pressure Pipe Lining (Non-Potable)	LF	855.00
	K25	27" Reinforced Pressure Pipe Lining (Non-Potable)	LF	960.00
	K26	30" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1095.00
	K27	33" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1290.00
	K28	36" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1518.00
	K29	39" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1665.00
	K30	42" Reinforced Pressure Pipe Lining (Non-Potable)	LF	2010.00
	K31	48" Reinforced Pressure Pipe Lining (Non-Potable)	LF	2700.00
	K32	54" Reinforced Pressure Pipe Lining (Non-Potable)	LF	3000.00
	K33	6" Installation of End Seal	EA	4140.00
	K34	8" Installation of End Seal	EA	4140.00
	K35	10" Installation of End Seal	EA	4140.00
	K36	12" Installation of End Seal	EA	4140.00
	K37	15" Installation of End Seal	EA	5520.00
	K38	18" Installation of End Seal	EA	6900.00
	K39	21" Installation of End Seal	EA	6900.00
	K40	24" Installation of End Seal	EA	8280.00
	K41	27" Installation of End Seal	EA	8280.00
	K42	30" Installation of End Seal	EA	8280.00
	K43	33" Installation of End Seal	EA	9660.00
	K44	36" Installation of End Seal	EA	9660.00
	K45	39" Installation of End Seal	EA	11040.00
	K46	42" Installation of End Seal	EA	11040.00
	K47	48" Installation of End Seal	EA	13800.00
	K48	54" Installation of End Seal	EA	13800.00
	K49	6"to 12" System set-up charge (<150 lf)	EA	4140.00
	K50	15" to 21" System set-up charge (<150 lf)	EA	4140.00
	K51	24" to 33" System set-up charge (<150 lf)	EA	4140.00
	K52	36" to 54" System set-up charge (<150 lf)	EA	4140.00
	K53	Ductile Connection	EA	2350.00
L. Pressure Pipeline Bypass				
	L1	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	LF	110.40
	L2	Connection of each service from 2"- 4" AWWA approved bypass	EA	1269.60
	L3	Operation of 2"- 4" AWWA approved bypass	Day	2760.00
	L4	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	LF	138.00
	L5	Connection of each service from 6"- 8" AWWA approved bypass	EA	1407.60
	L6	Operation of 6"- 8" AWWA approved bypass	Day	3312.00
	L7	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	LF	165.60
	L8	Connection of each service from 10"- 12" AWWA approved bypass	EA	1725.00
	L9	Operation of 10"- 12" AWWA approved bypass	Day	5520.00
	L10	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	LF	414.00
	L11	Connection of each service from 13"- 19" AWWA approved bypass	EA	1794.00
	L12	Operation of 13"- 19" AWWA approved bypass	Day	6900.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	L13	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	EA	552.00
	L14	Connection of each service from 20"- 24" AWWA approved bypass	EA	2760.00
	L15	Operation of 20"- 24" AWWA approved bypass	Day	6900.00
	L16	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	LF	966.00
	L17	Connection of each service from 25"- 30" AWWA approved bypass	EA	2760.00
	L18	Operation of 25"- 30" AWWA approved bypass	Day	8280.00
	L19	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	LF	1242.00
	L20	Connection of each service from 31"- 37" AWWA approved bypass	EA	2760.00
	L21	Operation of 31"- 37" AWWA approved bypass	Day	8280.00
	L22	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	LF	1656.00
	L23	Connection of each service from 38"- 48" AWWA approved bypass	EA	2760.00
	L24	Operation of 38"- 48" AWWA approved bypass	Day	8280.00
	L25	Annual Generator Maintenance	EA	5000.00
M. Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning				
	M1	6" Cleaning with pressure propelled pigs	LF	27.60
	M2	8" Cleaning with pressure propelled pigs	LF	27.60
	M3	10" Cleaning with pressure propelled pigs	LF	27.60
	M4	12" Cleaning with pressure propelled pigs	LF	27.60
	M5	15" Cleaning with pressure propelled pigs	LF	41.40
	M6	18" Cleaning with pressure propelled pigs	LF	41.40
	M7	21" Cleaning with pressure propelled pigs	LF	41.40
	M8	24" Cleaning with pressure propelled pigs	LF	55.20
	M9	27" Cleaning with pressure propelled pigs	LF	55.20
	M10	30" Cleaning with pressure propelled pigs	LF	55.20
	M11	33" Cleaning with pressure propelled pigs	LF	55.20
	M12	36" Cleaning with pressure propelled pigs	LF	110.40
	M13	42" Cleaning with pressure propelled pigs	LF	110.40
	M14	48" Cleaning with pressure propelled pigs	LF	110.40
	M15	54" Cleaning with pressure propelled pigs	LF	110.40
	M16	6" Cleaning with scrapers or other attached tools	LF	41.40
	M17	8" Cleaning with scrapers or other attached tools	LF	41.40
	M18	10" Cleaning with scrapers or other attached tools	LF	41.40
	M19	12" Cleaning with scrapers or other attached tools	LF	41.40
	M20	15" Cleaning with scrapers or other attached tools	LF	55.20
	M21	18" Cleaning with scrapers or other attached tools	LF	55.20
	M22	21" Cleaning with scrapers or other attached tools	LF	55.20
	M23	24" Cleaning with scrapers or other attached tools	LF	69.00
	M24	27" Cleaning with scrapers or other attached tools	LF	69.00
	M25	30" Cleaning with scrapers or other attached tools	LF	69.00
	M26	33" Cleaning with scrapers or other attached tools	LF	96.60
	M27	36" Cleaning with scrapers or other attached tools	LF	96.60
	M28	42" Cleaning with scrapers or other attached tools	LF	110.40
	M29	48" Cleaning with scrapers or other attached tools	LF	138.00
	M30	54" Cleaning with scrapers or other attached tools	LF	165.60
	M31	6" Pressure pipe inspection	LF	11.04
	M32	8" Pressure pipe inspection	LF	11.04
	M33	10" Pressure pipe inspection	LF	13.80
	M34	12" Pressure pipe inspection	LF	13.80
	M35	15" Pressure pipe inspection	LF	13.80

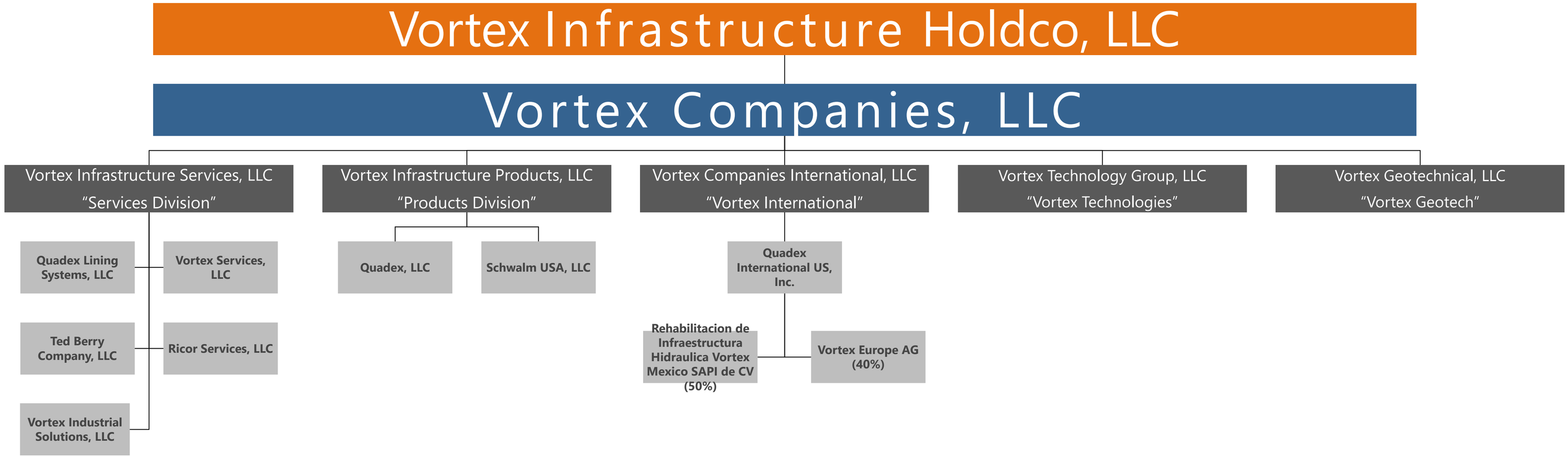
DocuSign Envelope ID: 734AB0DC-AF4A-4B87-B4CA-3FBC80FCD19F

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	M36	18" Pressure pipe inspection	LF	19.32
	M37	21" Pressure pipe inspection	LF	19.32
	M38	24" Pressure pipe inspection	LF	19.32
	M39	27" Pressure pipe inspection	LF	19.32
	M40	30" Pressure pipe inspection	LF	19.32
	M41	33" Pressure pipe inspection	LF	19.32
	M42	36" Pressure pipe inspection	LF	22.08
	M43	42" Pressure pipe inspection	LF	22.08
	M44	48" Pressure pipe inspection	LF	27.60
	M45	54" Pressure pipe inspection	LF	41.40
	M46	Tuberculation Removal (Pressure & Gravity Pipelines)	LF	40.00
N. Restoration and Associated Items				
	N1	Saw Cutting up to 8" depth	LF	9.00
	N2	Saw Cutting over 8" depth	LF	12.00
	N3	Repair/Rehab 2" Asphalt pavement	SY	52.00
	N4	Repair/Rehab 8" Flex base	SY	46.00
	N5	Repair/Rehab 8" Concrete pavement	SY	173.00
	N6	Repair/Rehab 6" Concrete driveway	SY	121.00
	N7	Repair/Rehab 4" Concrete sidewalk	SY	98.00
	N8	Repair/Rehab Concrete curb and gutter	LF	29.00
	N9	Sodding	SY	29.00
	N10	Repair/Rehab chain link fence with new	LF	25.00
	N11	Repair/Rehab wooden fence with new	LF	29.00
	N12	TOPSOIL COMPLETE	CY	41.00
	N13	SANDING COMPLETE	CY	41.00
	N14	MULCH COMPLETE	CY	41.00
	N15	STRAW BALE BARRIER	LF	20.00
	N16	TREE REPLACEMENT: HARDWOODS, 2”	EACH	863.00
	N17	TREE REPLACEMENT: PINES, 2”	EACH	863.00
	N18	SHRUB REPLACEMENT: 1 GALLON	EACH	40.00
	N19	SHRUB REPLACEMENT: 3 GALLON	EACH	63.00
	N20	SHRUB REPLACEMENT: 5 GALLON	EACH	82.00
	N21	SHRUB REPLACEMENT: 7 GALLON	EACH	122.00
	N22	BEDDING FLOWERS: PER FLAT OF 18	EACH	575.00
	N23	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	SY	260.00
	N24	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	SY	260.00
	N25	STONE GROUTED RIP RAP - 12" INSTALLED	SY	288.00
	N26	SILT FENCE TYPE A, COMPLETE	LF	12.00
	N27	SILT FENCE TYPE C, COMPLETE	LF	8.00
	N28	ORANGE BARRIER FENCE	LF	6.00
	N29	HAY BALES COMPLETE	EACH	160.00
	N30	PLASTIC FILTER FABRIC INSTALLED	SY	10.00
	N31	PERMANENT SOIL REINF MAT INSTALLED	SF	125.00
O. Additional Labor Rates and Traffic Control				
	O1	SUPERINTENDENT - REGULAR	HR	35.00
	O2	FOREMAN - REGULAR	HR	30.00
	O3	LABORER - REGULAR	HR	20.00
	O4	TRUCK DRIVER - REGULAR	HR	24.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	O5	UTILITY - REGULAR	HR	20.00
	O6	SUPERINTENDENT - OVER TIME	HR	65.00
	O7	FOREMAN - OVER TIME	HR	60.00
	O8	LABORER - OVER TIME	HR	32.00
	O9	TRUCK DRIVER - OVER TIME	HR	42.00
	O10	UTILITY - OVERTIME	HR	40.00
	O11	Barricades, Signs, and Traffic Handling (per setup)	EA	3500.00
	O12	Traffic Control Plan (per setup)	EA	2500.00
	O13	Flagmen	HR	40.00
	O14	Uniformed Officers	HR	65.00
	O15	SWPPP	EA	2500.00
	O16	Service Tech	HR	200.00
	O17	Holiday Pay	HR	300.00
P. Crew Travel & Mobilization				
	P1	Travel and Mobilization- TML Region 2 (Amarillo)	EA	8970.00
	P2	Travel and Mobilization- TML Region 3 (Caprock-Lubbock)	EA	8970.00
	P3	Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa)	EA	8970.00
	P4	Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls)	EA	5980.00
	P5	Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene)	EA	4784.00
	P6	Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	EA	4784.00
	P7	Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth)	EA	3250.00
	P8	Travel and Mobilization- TML Region 9 (Heart of Texas-Waco)	EA	4784.00
	P9	Travel and Mobilization- TML Region 10 (Highland Lakes-Austin)	EA	3250.00
	P10	Travel and Mobilization- TML Region 11(Coastal Bend-Corpus Christi)	EA	8970.00
	P11	Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	EA	11960.00
	P12	Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	EA	3250.00
	P13	Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	EA	3250.00
	P14	Travel and Mobilization- TML Region 15 (Tyler-Longview)	EA	4784.00
	P15	Travel and Mobilization- TML Region 16 (Golden Pine & Oil-Beaumont)	EA	4784.00
	P16	Travel and Mobilization - Oklahoma	EA	13000.00
	P17	Travel and Mobilization - Louisiana	EA	9750.00
	P18	Travel and Mobilization - Colorado	EA	20000.00
	P19	Travel and Mobilization - Arkansas	EA	20000.00
	P20	Travel and Mobilization - Missouri	EA	20000.00
	P21	Travel and Mobilization - Kansas	EA	20000.00
	P22	Travel and Mobilization - Emergency Mobilization	EA	10000.00
	P23	Travel and Mobilization - Rehab of Less Than 100 Ft	EA	25000.00
	P24	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	EA	20000.00
	P25	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	EA	15000.00
	P26	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	EA	10000.00
	P27	Travel and Mobilization - Alabama	EA	20000.00
	P28	Travel and Mobilization - Alaska	EA	100000.00
	P29	Travel and Mobilization - Arizona	EA	35000.00
	P30	Travel and Mobilization - Arkansas	EA	20000.00
	P31	Travel and Mobilization - California	EA	45000.00
	P32	Travel and Mobilization - Colorado	EA	30000.00
	P33	Travel and Mobilization - Connecticut	EA	50000.00
	P34	Travel and Mobilization - Delware	EA	50000.00
	P35	Travel and Mobilization - Florida	EA	30000.00
	P36	Travel and Mobilization - Georgia	EA	35000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	P37	Travel and Mobilization - Hawaii	EA	300000.00
	P38	Travel and Mobilization - Idaho	EA	45000.00
	P39	Travel and Mobilization - Illinois	EA	30000.00
	P40	Travel and Mobilization - Indiana	EA	30000.00
	P41	Travel and Mobilization - Iowa	EA	30000.00
	P42	Travel and Mobilization - Kansas	EA	30000.00
	P43	Travel and Mobilization - Kentucky	EA	30000.00
	P44	Travel and Mobilization - Louisiana	EA	20000.00
	P45	Travel and Mobilization - Maine	EA	50000.00
	P46	Travel and Mobilization - Maryland	EA	30000.00
	P47	Travel and Mobilization - Massachusetts	EA	30000.00
	P48	Travel and Mobilization - Michigan	EA	30000.00
	P49	Travel and Mobilization - Minnesota	EA	30000.00
	P50	Travel and Mobilization - Mississippi	EA	20000.00
	P51	Travel and Mobilization - Montana	EA	30000.00
	P52	Travel and Mobilization - Nebraska	EA	30000.00
	P53	Travel and Mobilization - Nevada	EA	45000.00
	P54	Travel and Mobilization - New Hampshire	EA	45000.00
	P55	Travel and Mobilization - New Jersey	EA	50000.00
	P56	Travel and Mobilization - New Mexico	EA	40000.00
	P57	Travel and Mobilization - New York	EA	45000.00
	P58	Travel and Mobilization - North Carolina	EA	30000.00
	P59	Travel and Mobilization - North Dakota	EA	40000.00
	P60	Travel and Mobilization - Ohio	EA	40000.00
	P61	Travel and Mobilization - Oklahoma	EA	15000.00
	P62	Travel and Mobilization - Oregon	EA	45000.00
	P63	Travel and Mobilization - Pennsylvania	EA	40000.00
	P64	Travel and Mobilization - Rhode Island	EA	45000.00
	P65	Travel and Mobilization - South Carolina	EA	30000.00
	P66	Travel and Mobilization - South Dakota	EA	40000.00
	P67	Travel and Mobilization - Tennessee	EA	30000.00
	P68	Travel and Mobilization - Utah	EA	30000.00
	P69	Travel and Mobilization - Vermont	EA	40000.00
	P70	Travel and Mobilization - Virginia	EA	40000.00
	P71	Travel and Mobilization - Washington	EA	50000.00
	P72	Travel and Mobilization - West Varginia	EA	30000.00
	P73	Travel and Mobilization - Wisconsin	EA	40000.00
	P74	Travel and Mobilization - Wyoming	EA	40000.00
	P75	Travel and Mobilization - Emergency Mobilization	EA	10000.00
	P76	Travel and Mobilization - Rehab of Less Than 100 Ft	EA	25000.00
	P77	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	EA	20000.00
	P78	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	EA	15000.00
	P79	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	EA	10000.00

LEGAL ORGANIZATIONAL CHART



H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

DocuSign Envelope ID: CBE29C92-669B-46DB-83C[redacted]8047B0B61C

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Vortex Companies, LLC, hereinafter referred to as the Contractor, having its principal place of business at 18150 Imperial Valley Drive, Houston, TX 77060.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins 07/01/18 and ends 06/30/21. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Vortex Companies, LLC

Signature Nicholas Banchetti
B7EF48F41231484...

Name Nicholas Banchetti

Title COO

Date 6/25/2018

H-GAC

DocuSigned by:
Signature
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/15/2018

Attachment A
Vortex Companies, LLC
Trenchless Pipeline Rehabilitation Services
Contract No.: TP07-18

Item #	Unit	Pay Item Descrition	Price
A. Clean/TV and Evaluation for Gravity Pipelines			
A1	LF	Sewer Main Television Inspection (8" through 15" Diameter)	4.00
A2	LF	Sewer Main Television Inspection (18" through 24" Diameter)	6.00
A3	LF	Sewer Main Television Inspection (27" through 36" Diameter)	8.00
A4	LF	Sewer Main Television Inspection (42" through 48" Diameter)	12.00
A5	LF	Sewer Main Television Inspection (54" through 60" Diameter)	14.00
A6	LF	Sewer Main Television Inspection (66" through 72" Diameter)	22.00
A7	LF	Sewer Main Television Inspection (78" through 90" Diameter)	35.00
A8	LF	Sewer Main Television Insepction (96" through 108" Diameter)	40.00
A9	LF	Sewer Main Cleaning - Normal (8" through 15" Diameter)	4.00
A10	LF	Sewer Main Cleaning - Normal (18" through 24" Diameter)	6.00
A11	LF	Sewer Main Cleaning - Normal (27" through 36" Diameter)	8.00
A12	LF	Sewer Main Cleaning - Normal (42" through 48" Diameter)	12.00
A13	LF	Sewer Main Cleaning - Normal (54" through 60" Diameter)	14.00
A14	LF	Sewer Main Cleaning - Normal (66" through 72" Diameter)	22.00
A15	LF	Sewer Main Cleaning - Normal (78" through 90" Diameter)	35.00
A16	LF	Sewer Main Cleaning - Normal (96" through 108" Diameter)	40.00
A17	LF	Sewer Main Cleaning - Mechanical (8" through 15" Diameter)	6.00
A18	LF	Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	8.00
A19	LF	Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	25.00
A20	LF	Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	35.00
A21	LF	Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	38.00
A22	LF	Sewer Main Cleaning - Mechanical (66" through 72" Diameter)	55.00
A23	LF	Sewer Main Cleaning - Mechanical (78" through 90" Diameter)	80.00
A24	LF	Sewer Main Cleaning - Mechanical (96" through 108" Diameter)	110.00
A25	LF	6" Clean and TV storm sewer	5.52
A26	LF	8" Clean and TV storm sewer	5.52
A27	LF	10" Clean and TV storm sewer	6.90
A28	LF	12" Clean and TV storm sewer	6.90
A29	LF	15" Clean and TV storm sewer	9.66
A30	LF	18" Clean and TV storm sewer	13.80
A31	LF	21" Clean and TV storm sewer	16.56
A32	LF	24" Clean and TV storm sewer	19.32
A33	LF	27" Clean and TV storm sewer	20.70
A34	LF	30" Clean and TV storm sewer	27.60
A35	LF	33" Clean and TV storm sewer	34.50
A36	LF	36" Clean and TV storm sewer	41.40
A37	LF	42" Clean and TV storm sewer	55.20
A38	LF	48" Clean and TV storm sewer	69.00
A39	LF	54" Clean and TV storm sewer	82.80
A40	LF	60" Clean and TV storm sewer	100.00
A41	LF	66" Clean and TV storm sewer	115.00
A42	LF	72" Clean and TV storm sewer	130.00
A43	LF	78" Clean and TV storm sewer	145.00
A44	LF	84" Clean and TV storm sewer	160.00
A45	LF	90" Clean and TV storm sewer	175.00
A46	LF	96" Clean and TV storm sewer	190.00
A47	LF	102" Clean and TV storm sewer	205.00
A48	LF	108" Clean and TV storm sewer	220.00
A49	LF	114" Clean and TV storm sewer	235.00
A50	LF	Greater than 114" Clean and TV storm sewer	250.00
A51	LF	6" - 12" Post TV Inspection After Rehabilitation	5.00
A52	LF	14" - 20" Post TV Inspection After Rehabilitation	5.00
A53	LF	21" - 36" Post TV Inspection After Rehabilitation	9.00
A54	LF	37"- 42" Post TV Inspection After Rehabilitation	12.00
A55	LF	43"- 48" Post TV Inspection After Rehabilitation	22.00
A56	LF	49"- 54" Post TV Inspection After Rehabilitation	32.00
A57	LF	55"- 60" Post TV Inspection After Rehabilitation	42.00
A58	LF	61"- 72" Post TV Inspection After Rehabilitation	52.00
A59	LF	73" or Larger Post TV Inspection After Rehabilitation	62.00
A60	EA	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	4312.00
A61	HR	Major Lift Station Cleaning - Additional Hours	1078.00
A62	EA	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	1150.00
A63	HR	Minor Lift Station Cleaning - Additional Hours	287.50
A64	HR	Vactor Truck Services	500.00
A65	YD	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	90.00
A66	YD	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	350.00
A67	EA	Re-setup for TV Due to Point Repairs or Obstructions	300.00
A68	LF	Mechanical Root removal	8.00
A69	LF	Grease removal	3.22
A70	EA	Other Remote Obstruction removal (max. 5 lf)	690.00
A71	LF	Smoke Testing	1.84
A72	EA	Manhole/Cleanout & Sewer Line Visual Inspection	184.00

A73	EA	GPS Survey of Manholes & Cleanouts	400.00
A74	EA	Heavy Debris Removal - MAN ENTRY	250.00
A75	EA	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	500.00
A76	LF	Heavy Debris Removal - REMOTE ENTRY	1000.00
A77	EA	Dyed Water Flooding/Leak Quantification & Evaluation	322.00
B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines			
B1	LF	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	405.00
B2	LF	42" STORM PIPE - QLS REHABILITATION - 1." Thickness	430.00
B3	LF	48" STORM PIPE - QLS REHABILITATION - 1." Thickness	460.00
B4	LF	54" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	645.00
B5	LF	60" STORM PIPE - QLS CAST REHABILITATION - 1.5" Thickness	678.00
B6	LF	66" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	715.00
B7	LF	72" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	850.00
B8	LF	78" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	925.00
B9	LF	84" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1075.00
B10	LF	90" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1200.00
B11	LF	96" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1500.00
B12	LF	102" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1800.00
B13	LF	108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	2300.00
B14	LF	Greater than 108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	2700.00
B15	SF	NON ROUND SEWER PIPE	55.00
B16	LF	36" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	405.00
B17	LF	42" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	430.00
B18	LF	48" SANITARY PIPE - QLS REHABILITATION - 1" Thickness	460.00
B19	LF	54" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	645.00
B20	LF	60" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	678.00
B21	LF	66" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	715.00
B22	LF	72" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	850.00
B23	LF	78" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	925.00
B24	LF	84" SANITARY PIPE - QLS CAST REHABILITATION - 1.5" Thickness	1075.00
B25	LF	90" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1200.00
B26	LF	96" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1500.00
B27	LF	102" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1800.00
B28	LF	108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	2300.00
B29	LF	Greater than 108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	2700.00
B30	SF	EACH ADDITIONAL .5" Thickness	15.00
B31	SF(of WWF)	REINFORCEMENT WITH WELDED WIRE FABRIC- 4X4W4	15.00
B32	LF(of Rebar)	REINFORCEMENT WITH REBAR- #3	10.00
B33	LF(of Rebar)	REINFORCEMENT WITH REBAR- #4	20.00
B34	LF(of Rebar)	REINFORCEMENT WITH REBAR- #8	40.00
B35	GALLON	INFILTRATION CONTROL- CHEMICAL GROUT	100.00
B36	PAIL	INFILTRATION CONTROL- QUAD-PLUG	50.00
B37	CF	REBUILD INVERT	75.00
B38	LF	JOINT PREPARATION	20.00
B39	SF	ANTIMICROBIAL APPLICATION	5.00
B40	CY	CHANNEL EXCAVATION	50.00
B41	CY	DEBRIS REMOVAL	65.00
B42	AC	CLEARING AND GRUBBING	4500.00
B43	EACH	TREE REMOVAL (6" – 12")	1500.00
B44	EACH	TREE REMOVAL (13" – 23")	3000.00
B45	EACH	TREE REMOVAL (> 24")	5000.00
B46	EACH	REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	1200.00
B47	EACH	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	250.00
C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines			
C1	LF	6" x 4.5mm STEAM / WATER CURE	36.80
C2	LF	8" x 6.0mm STEAM WATER CURE	34.96
C3	LF	10" x 6.0mm STEAM /WATER CURE	38.64
C4	LF	12" x 6.0mm STEAM /WATER CURE	53.36
C5	LF	15" x 7.5mm STEAM /WATER CURE	64.40
C6	LF	18" x 9.0mm STEAM/WATER CURE	78.20
C7	LF	21" x 9.0mm STEAM/WATER CURE	105.80
C8	LF	24" x 10.5mm STEAM/WATER CURE	128.80
C9	LF	27" x 10.5mm STEAM /WATER CURE	147.20
C10	LF	30" x 12.0mm STEAM /WATER CURE	174.80
C11	LF	33" x 12.0mm STEAM /WATER CURE	207.00
C12	LF	36" x 12.0mm STEAM /WATER CURE	230.00
C13	LF	42" x 13.5mm STEAM/WATER CURE	257.60
C14	LF	48" x 15.0mm STEAM /WATER CURE	432.40
C15	LF	54" x 18.0mm STEAM/WATER CURE	552.00
C16	LF	60" x 22.5mm STEAM /WATER CURE	650.00
C17	LF	6" & 8" Additional 1.5mm	0.92
C18	LF	10" & 12" Additional 1.5mm	4.60
C19	LF	15" & 18" Additional 1.5mm	13.80
C20	LF	21" & 24" Additional 1.5mm	23.00
C21	LF	27" Additional 1.5mm	27.60
C22	LF	30" Additional 1.5mm	32.20
C23	EA	33" Additional 1.5mm	36.80
C24	EA	36" Additional 1.5mm	41.40

C25	EA	42" Additional 1.5mm	46.00
C26	EA	48" Additional 1.5mm	55.20
C27	EA	54" Additional 1.5mm	64.40
C28	EA	60" Additional 1.5mm	75.00
C29	EA	Internal reconnects on Cured-in-place pipe	276.00
C30	LF	6" & 8" Additional .7mm	4.00
C31	LF	10" & 12" Additional .7mm	7.00
C32	LF	15" Additional .7mm	9.00
C33	LF	18" Additional .7mm	10.00
C34	LF	21" Additional .7mm	12.00
C35	LF	24" Additional .7mm	14.00
C36	LF	27" Additional .7mm	15.00
C37	LF	30" Additional .7mm	17.00
C38	LF	33" Additional .7mm	18.00
C39	LF	36" Additional .7mm	20.00
C40	LF	42" Additional .7mm	29.00
C41	LF	48" Additional .7mm	42.00
C42	LF	6"-12" CIPP Set-up Charge	7.00
C43	LF	15"-18" CIPP Set-up Charge	12.00
C44	LF	21"-24" CIPP Set-up Charge	18.00
C45	LF	27"-36" CIPP Set-up Charge	24.00
C46	LF	42"-48" CIPP Set-up Charge	24.00
C47	LF	6" - 12" CIPP Additional Charge Per Install Length (>200')	36.00
C48	LF	15" - 18" CIPP Additional Charge Per Install Length (>200')	42.00
C49	LF	21" - 24" CIPP Additional Charge Per Install Length (>200')	42.00
C50	LF	27" - 36" CIPP Additional Charge Per Install Length (>200')	48.00
C51	LF	42" - 48" CIPP Additional Charge Per Install Length (>200')	54.00
C52	LF	6" to 12" Backyard Easement Additional Set-up Per Install Length	5.00
C53	LF	15" to 24" Backyard Easement Additional Set-up Per Install Length	10.00
C54	LF	27" to 48" Backyard Easement Additional Set-up Per Install Length	15.00
C55	EA	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C56	EA	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C57	EA	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C58	EA	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C59	EA	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C60	EA	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C61	LF	4"-6" Installation and cure of lateral liner from surface clean out to main	5980.00
C62	EA	4"-6" Set-up for installations of <20 each total	4600.00
C63	EA	4"-6" Set-up for installations of 20-50 each total	3220.00
C64	EA	4"-6" Set-up for installations of 51-150 each total	1840.00
C65	EA	6" - 12" CIPP Setup Charge (< 300 LF)	1000.00
C66	EA	15" - 21" CIPP Setup Charge (< 300 LF)	1500.00
C67	EA	24" - 36" CIPP Setup Charge (< 300 LF)	2000.00
C68	EA	36" or Larger CIPP Setup Charge (< 300 LF)	4000.00
C69	EA	Backyard Easement Setup (6" - 10")	2500.00
C70	EA	Backyard Easement Setup (12" - 18")	3500.00
C71	SY	Timber Matting for Large Diameter Setup	75.00
D. Pipe Bursting Rehabilitation for Sewer Lines			
D1	LF	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	55.00
D2	LF	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	61.00
D3	LF	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	66.00
D4	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	63.00
D5	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	66.00
D6	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	70.00
D7	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	72.00
D8	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	78.00
D9	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	83.00
D10	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	81.00
D11	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	85.00
D12	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	90.00
D13	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	130.00
D14	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	142.00
D15	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	165.00
D16	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	160.00
D17	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	188.00
D18	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	200.00
D19	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	190.00
D20	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	224.00
D21	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	255.00
D22	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	240.00
D23	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	270.00
D24	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	300.00
D25	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	285.00
D26	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	300.00
D27	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	334.00
D28	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	305.00
D29	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	340.00
D30	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	375.00
D31	EA	8" - 12" Pipeburst Setup Charge (< 300 LF)	3500.00

D32	EA	16" - 22" Pipeburst Setup Charge (< 300 LF)	4000.00
D33	EA	24" or Larger Pipeburst Setup Charge (< 300 LF)	6500.00
E. Pipe Bursting Rehabilitation for Water Lines			
E1	LF	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	65.00
E2	LF	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	80.00
E3	LF	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	95.00
E4	LF	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	115.00
E5	LF	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	135.00
E6	LF	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	165.00
E7	EA	6" Flow Stop	6500.00
E8	EA	8" Flow Stop	7200.00
E9	EA	10" Flow Stop	8800.00
E10	EA	12" Flow Stop	10500.00
E11	EA	3/4" Service Tap, Install on 4"-8" Waterline	1000.00
E12	EA	1" Service Tap, Install on 4"-8" Waterline	1200.00
E13	EA	1.5" Service Tap, Install on 4"-8" Waterline	1450.00
E14	EA	2" Service Tap, Install on 4"-8" Waterline	2000.00
E15	EA	3/4" Service Tap, Install on 10"-12" Waterline	1000.00
E16	EA	1" Service Tap, Install on 10"-12" Waterline	1200.00
E17	EA	1.5" Service Tap, Install on 10"-12" Waterline	1450.00
E18	EA	2" Service Tap, Install on 10"-12" Waterline	2000.00
E19	EA	Install 4"-8" tee, to any size	3600.00
E20	EA	Install 10"-12" tee, to any size	4800.00
E21	EA	Install 4"-8" mechanical joint wet connection, to any size	2750.00
E22	EA	Install 10"-12" wet connection, to any size	6000.00
E23	LF	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	305.00
E24	LF	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	595.00
E25	CY	Annual and void space grouting	200.00
E26	EA	Install 1" Corporation Stop with Valve Box	400.00
E27	EA	Install 2" Corporation Stop with Valve Box	700.00
E28	EA	Install 4" gate valve & box	600.00
E29	EA	Install 6" gate valve & box	800.00
E30	EA	Install 8" gate valve & box	1200.00
E31	EA	Install 12" gate valve & box	2200.00
E32	EA	Install 8"x2" service saddle	900.00
E33	EA	Install 12"x1" service saddle	1200.00
E34	EA	Install 12"x2" service saddle	1300.00
E35	EA	Connect new 1" water line w/existing 1" water line	400.00
E36	EA	Connect new 2" water line w/existing 2" water line	500.00
E37	EA	Connect new 4" water line w/existing 4" water line	600.00
E38	EA	Connect new 6" water line w/existing 6" water line	700.00
E39	EA	Connect new 8" water line w/existing 8" water line	800.00
E40	EA	Connect new 12" water line w/existing 12" water line	1000.00
E41	EA	Install 3/4 inch service connections	525.00
E42	EA	Remove and dispose of existing fire hydrant	500.00
E43	EA	Salvage existing fire hydrant and re-install in new location	3200.00
E44	TON	Repair pavement with cold mix asphalt	150.00
E45	EA	Furnish and install 8" x 6" ductile iron fire hydrant tee	535.00
E46	EA	Furnish and install 6" ductile iron pipe fire hydrant lead piping	625.00
E47	EA	Furnish and install 8" x 6" fire hydrant or approved equal, including lead & FH valve	4500.00
F. Slip-lining With HDPE or FRP Rehabilitation			
F1	LF	6" HDPE IPS SDR 21 (0'- 8' deep)	46.00
F2	LF	6" HDPE IPS SDR 21 (8'- 12' deep)	50.60
F3	LF	6" HDPE IPS SDR 21 (12'- 16' deep)	55.20
F4	LF	8" HDPE IPS SDR 21 (0'- 8' deep)	46.00
F5	LF	8" HDPE IPS SDR 21 (8'- 12' deep)	50.60
F6	LF	8" HDPE IPS SDR 21 (12'- 16' deep)	55.20
F7	LF	10" HDPE IPS SDR 21 (0'- 8' deep)	50.60
F8	LF	10" HDPE IPS SDR 21 (8'- 12' deep)	55.20
F9	LF	10" HDPE IPS SDR 21 (12'- 16' deep)	59.80
F10	LF	12" HDPE IPS SDR 21 (0'- 8' deep)	59.80
F11	LF	12" HDPE IPS SDR 21 (8'- 12' deep)	64.40
F12	LF	12" HDPE IPS SDR 21 (12'- 16' deep)	69.00
F13	LF	16" HDPE IPS SDR 21 (0'- 8' deep)	69.00
F14	LF	16" HDPE IPS SDR 21 (8'- 12' deep)	78.20
F15	LF	16" HDPE IPS SDR 21 (12'- 16' deep)	92.00
F16	LF	18" HDPE IPS SDR 21 (0'- 8' deep)	82.80
F17	LF	18" HDPE IPS SDR 21 (8'- 12' deep)	92.00
F18	LF	18" HDPE IPS SDR 21 (12'- 16' deep)	110.40
F19	LF	20" HDPE IPS SDR 21 (0'- 8' deep)	110.40
F20	LF	20" HDPE IPS SDR 21 (8'- 12' deep)	119.60
F21	LF	20" HDPE IPS SDR 21 (12'- 16' deep)	133.40
F22	LF	24" HDPE IPS SDR 21 (0'- 8' deep)	128.80
F23	LF	24" HDPE IPS SDR 21 (8'- 12' deep)	138.00
F24	LF	24" HDPE IPS SDR 21 (12'- 16' deep)	151.80
F25	LF	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	253.00
F26	LF	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	276.00
F27	LF	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	322.00

F28	LF	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	368.00
F29	LF	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	506.00
F30	LF	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	552.00
F31	LF	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	736.00
F32	LF	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	920.00
F33	LF	27" Installation of FRP or SRPCP segments <10lf joints	303.60
F34	LF	30" Installation of FRP or SRPCP segments <10lf joints	331.20
F35	LF	36" Installation of FRP or SRPCP segments <10lf joints	386.40
F36	LF	42" Installation of FRP or SRPCP segments <10lf joints	441.60
F37	LF	48" Installation of FRP or SRPCP segments <10lf joints	607.20
F38	LF	54" Installation of FRP or SRPCP segments <10lf joints	662.40
F39	LF	60" Installation of FRP or SRPCP segments <10lf joints	883.20
F40	LF	72" Installation of FRP or SRPCP segments <10lf joints	1104.00
F41	LS	27" Set-up for contiguous installations < 150 lf	920.00
F42	LS	30" Set-up for contiguous installations < 150 lf	1840.00
F43	LS	36" Set-up for contiguous installations < 150 lf	1840.00
F44	LS	42" Set-up for contiguous installations < 150 lf	1840.00
F45	LS	48" Set-up for contiguous installations < 150 lf	1840.00
F46	LS	54" Set-up for contiguous installations < 150 lf	1840.00
F47	LS	60" Set-up for contiguous installations < 150 lf	1840.00
F48	LS	72" Set-up for contiguous installations < 150 lf	1840.00
F49	CUFT	All Sizes Annular space grouting cement slurry base	60.00
F50	LS	All Sizes Set-up for annular space grouting <100 cubic feet	5000.00
F51	LB	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	92.00
G. Manhole and Structure Rehabilitation			
G1	G1	Structure (Manhole) Rehabilitation and Corrosion Protection and Additional Associated Items.	
G2	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland-based cementitious liner	150.00
G3	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland-based cementitious liner	160.00
G4	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland-based cementitious liner	170.00
G5	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	200.00
G6	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	230.00
G7	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	260.00
G8	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	300.00
G9	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	350.00
G10	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	400.00
G11	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	400.00
G12	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	450.00
G13	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	500.00
G14	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	600.00
G15	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	650.00
G16	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	700.00
G17	EA	Rebuild Bench and Invert	1000.00
G18	SQFT	Lift / Pump Station Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	80.00
G19	SQFT	Lift / Pump Station Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	175.00
G20	SQFT	Lift / Pump Station Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	25.00
G21	SQFT	Lift / Pump Station Rehabilitation - 1-inch Geopolymer liner	145.00
G22	SQFT	Lift / Pump Station Rehabilitation - Geopolymer liner each additional 1/2 inch	40.00
G23	SQFT	WWTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	80.00
G24	SQFT	WWTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	175.00
G25	SQFT	WWTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	25.00
G26	SQFT	WWTP Structure Rehabilitation - 1-inch Geopolymer liner	145.00
G27	SQFT	WWTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	40.00
G28	EA	Vacuum Test Manhole (12" mainline or smaller)	400.00
G29	EA	Holiday Test Manhole (Epoxy Only)	400.00
G30	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch cementitious	35.00
G31	VF	Manhole Rehabilitation - Epoxy/Polyurea/or approved equal - (Standard 4-ft Diameter)	400.00
G32	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - Epoxy/Polyurea/or approved equal	80.00
G33	VF	Manhole Rehabilitation - w/1 inch Geopolymer	400.00
G34	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	145.00
G35	EA	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	1800.00
G36	VF	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	400.00
G37	SQFT	All Sizes Installation of poured in place structure without forms remaining depth <10 vf	90.00
G38	SQFT	All Sizes Installation of poured in place structure with forms remaining depth <10 vf	90.00
G39	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +10 vf <20 vf	90.00
G40	SQFT	All Sizes Installation of poured in place structure with forms remaining depth +10 vf <20 vf	90.00
G41	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf	90.00
G42	SQFT	All Sizes Installation of poured in place structure with forms remaining depth +20 vf <40 vf	90.00
G43	LS	All Sizes Set-up for install of poured in place MH structure <100 sq ft	1380.00

G44	EA	All Sizes Installation of Manhole Chimney Seal	552.00
G45	EA	New manhole frame and cover-24"	850.00
G46	EA	New manhole frame and cover-32"	1500.00
G47	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-24"	1600.00
G48	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-32"	1920.00
G49	EA	Adjust manhole frame and cover up to 1 Ft	950.00
G50	VF	Adjust manhole frame and cover over 1 Ft	500.00
G51	EACH	Invert Installation, 4' Dia.	1400.00
G52	EACH	Invert Installation, 5' Dia.	1500.00
G53	EACH	Invert Installation, 6' Dia.	1700.00
G54	SF	Invert Installation, Other Configurations	2500.00
H. Excavation and Associated Items.			
H1	EA	6" - 8" Point repair (0'- 8' deep)	4830.00
H2	EA	6" - 8" Point repair (8'- 12' deep)	5520.00
H3	EA	6" - 8" Point repair (12'-16' deep)	10350.00
H4	EA	10" - 12" Point repair (0'- 8' deep)	5060.00
H5	EA	10" - 12" Point repair (8'- 12' deep)	5750.00
H6	EA	10" - 12" Point repair (12'-16' deep)	11500.00
H7	EA	15" - 18" Point repair (0'-8' deep)	6900.00
H8	EA	15" - 18" Point repair (8'-12' deep)	8050.00
H9	EA	15" - 18" Point repair (12'-16' deep)	13800.00
H10	EA	21" - 24" Point repair (0'-8' deep)	13800.00
H11	EA	21" - 24" Point repair (8'-12' deep)	16100.00
H12	EA	21" - 24" Point repair (12'-16' deep)	20700.00
H13	LF	6" - 8" Point repair extra length over 10 linear feet	89.70
H14	LF	10" - 12" Point repair extra length over 10 linear feet	89.70
H15	LF	15" - 18" Point repair extra length over 10 linear feet	138.00
H16	LF	21" - 24" Point repair extra length over 10 linear feet	207.00
H17	EA	Obstruction Removal (0'- 12' deep)	3450.00
H18	EA	Obstruction Removal (12'- 15' deep)	5750.00
H19	EA	External reconnect (0'- 8' deep) up to 5 linear feet	1265.00
H20	EA	External reconnect (8'- 12' deep) up to 5 linear feet	1725.00
H21	EA	External reconnect (12'- 16' deep) up to 5 linear feet	4025.00
H22	EA	External reconnect (16-20' deep) up to 5 linear feet	9775.00
H23	EA	External reconnect (over 20' deep) up to 5 linear feet	14375.00
H24	LF	Extra length service connection over 5 linear feet	127.00
H25	EA	Remove and replace or install cleanout	1840.00
H26	LF	New pipe installation by open cut 6" - 8" (0'- 8' deep)	75.00
H27	LF	New pipe installation by open cut 6" - 8" (8'- 12' deep)	80.00
H28	LF	New pipe installation by open cut 6" - 8" (12'-16' deep)	105.00
H29	LF	New pipe installation by open cut 10" - 12" (0'- 8' deep)	79.00
H30	LF	New pipe installation by open cut 10" - 12" (8'- 12' deep)	86.00
H31	LF	New pipe installation by open cut 10" - 12" (12'-16' deep)	115.00
H32	LF	New pipe installation by open cut 15" - 18" (0'-8' deep)	125.00
H33	LF	New pipe installation by open cut 15" - 18" (8'-12' deep)	145.00
H34	LF	New pipe installation by open cut 15" - 18" (12'-16' deep)	165.00
H35	LF	New pipe installation by open cut 21" - 24" (0'-8' deep)	145.00
H36	LF	New pipe installation by open cut 21" - 24" (8'-12' deep)	165.00
H37	LF	New pipe installation by open cut 21" - 24" (12'-16' deep)	185.00
H38	EA	Mobilization for open cut WO under 200' of pipe	2500.00
H39	EA	Connection to existing manhole for open cut intallation	2000.00
H40	EA	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	3500.00
H41	EA	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	3640.00
H42	EA	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	3780.00
H43	EA	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	4060.00
H44	EA	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	4340.00
H45	EA	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	4760.00
H46	EA	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	5320.00
H47	EA	Access Pit (0'-8' deep)	2875.00
H48	EA	Access Pit (8'-12' deep)	4025.00
H49	EA	Access Pit (12'-16' deep)	7475.00
H50	EA	Access Pit (16'-20' deep)	9775.00
H51	EA	Access Pit (over 20' deep)	15000.00
H52	EA	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	2300.00
H53	EA	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	2875.00
H54	EA	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	4025.00
H55	EA	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	7475.00
H56	LF	Trench safety (0-8' deep)	5.75
H57	LF	Trench safety (8-12' deep)	9.00
H58	LF	Trench safety (12-16' deep)	20.00
H59	LF	Trench safety (16-20' deep)	35.00
H60	LF	Trench safety over 20' deep)	100.00
H61	EA	Install New 4' DIA precast manhole 0' - 6' deep	5980.00
H62	VF	Extra depth 4' DIA precast manhole over 6' deep	633.00
H63	EA	Install New 5' DIA precast manhole 0' - 6' deep	7820.00
H64	VF	Extra depth 5' DIA precast manhole over 6' deep	863.00
H65	EA	Install New 6' DIA precast manhole 0' - 6' deep	11270.00
H66	VF	Extra depth 6' DIA precast manhole over 6' deep	1214.00
H67	EA	Install New 4' DIA fiberglass manhole 0' - 6' deep	6325.00

H68	VF	Extra depth 4' DIA fiberglass manhole over 6' deep	633.00
H69	EA	Install New 5' DIA fiberglass manhole 0' - 6' deep	8050.00
H70	VF	Extra depth 5' DIA fiberglass manhole over 6' deep	914.00
H71	EA	Install New 6' DIA fiberglass manhole 0' - 6' deep	13800.00
H72	VF	Extra depth 6' DIA fiberglass manhole over 6' deep	1214.00
H73	EA	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	14375.00
H74	VF	Extra Depth Type B Structure, greater than 6' depth	863.00
H75	EA	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	14375.00
H76	VF	Extra Depth Type C Structure, greater than 6' depth	863.00
H77	TON	Cement stabilized sand	44.00
H78	TON	Granular backfill/Crushed Rock	41.00
H79	CY	Flowable Fill	167.00
H80	EA	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	8625.00
H81	LF	Extra length dewatering over 20 linear feet	100.00
H82	DAY	Operation Maintain Well Points by the Day	978.00
H83	CY	Extra hand excavation	144.00
I. Horizontal Directional Drilling (HDD)			
I1	IN/DIA/LF	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	38.79
I2	IN/DIA/LF	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	38.79
I3	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	45.00
I4	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	46.88
I5	IN/DIA/LF	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	5.63
I6	IN/DIA/LF	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	43.28
I7	IN/DIA/LF	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	43.28
I8	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	48.91
I9	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	59.21
I10	IN/DIA/LF	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	8.13
I11	IN/DIA/LF	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	46.88
I12	IN/DIA/LF	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	46.88
I13	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	50.68
I14	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	70.31
I15	IN/DIA/LF	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	13.75
I16	IN/DIA/LF	15"-18" Installation of pipe clay ground conditions (pipe cost excluded	160.71
I17	IN/DIA/LF	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	160.71
I18	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded	208.34
I19	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	225.00
I20	IN/DIA/LF	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	26.04
I21	IN/DIA/LF	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	187.50
I22	IN/DIA/LF	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded	187.50
I23	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	255.69
I24	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	312.50
I25	IN/DIA/LF	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 ps	31.96
I26	EA	Access Pit for Directional Drill (0'-8' deep)	1106.25
I27	EA	Access Pit for Directional Drill (8'-12' deep)	1666.25
I28	EA	Access Pit for Directional Drill (12'-16' deep)	2962.50
I29	EA	Access Pit for Directional Drill (16'-20' deep)	5556.25
I30	LS	2"-4" Set-up for contiguous lengths <150 lf	3625.00
I31	LS	6"-8" Set-up for contiguous lengths <150 lf	3625.00
I32	LS	10"-12" Set-up for contiguous lengths <150 lf	3625.00
I33	LS	15"-18" Set-up for contiguous lengths <150 lf	3625.00
I34	LS	21"-24" Set-up for contiguous lengths <150 lf	3625.00
I35	LS	27"-36" Set-up for contiguous lengths <150 lf	3625.00
J. Bypass Pumping for Gravity Pipe and Associated Items.			
J1	EA	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	2559.00
J2	EA	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	4800.00
J3	EA	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	11000.00
J4	EA	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	17400.00
J5	EA	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	27000.00
J6	LF	Additional Length 8" Bypass Discharge Line over 1000 feet	36.00
J7	LF	Additional Length 10" Bypass Discharge Line over 1000 feet	48.00
J8	LF	Additional Length 12" Bypass Discharge Line over 1000 feet	88.00
J9	LF	Additional Length 18" Bypass Discharge Line over 1000 feet	132.00
J10	DAY	Operate 4" pumping System per pump	500.00
J11	DAY	Operate 6" pumping System per pump	2880.00
J12	DAY	Operate 8" pumping System per pump	5640.00
J13	DAY	Operate 12" pumping System per pump	8840.00
J14	DAY	Operate 18" pumping System per pump	17760.00
J15	DAY	Bypass - Driveway Ramp (Setup, Operate, Maintain)	3000.00
J16	DAY	Bypass - Street Ramp (Setup, Operate, Maintain)	3000.00
J17	LF	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	92.00
J18	LF	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	92.00
J19	LF	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	92.00
J20	DAY	PIPE FUSION MACHINE 6"-18"	625.00
J21	DAY	PIPE FUSION MACHINE 4" - 12"	550.00
J22	DAY	PUMP 3" SELF PRIME - DIESEL	87.50
J23	DAY	PUMP 3" VENTURI PRIME - DIESEL	106.00
J24	DAY	PUMP 4" VAC ASSIST - DIESEL	148.00
J25	DAY	PUMP 4" DBA-SILENCER VAC ASSIST - DIESEL	153.00

J26	DAY	PUMP 6" VAC ASSIST - DIESEL	163.00
J27	DAY	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL	191.00
J28	DAY	PUMP 8" VENTURI PRIME - DIESEL	258.00
J29	DAY	PUMP 8" SUPER VENTURI PRIME - DIESEL	258.00
J30	DAY	PUMP 8" SUPER VAC ASSIST - DIESEL	258.00
J31	DAY	PUMP 8" SUPER VAC ASSIST - DIESEL	450.00
J32	DAY	PUMP 12" VENTURI PRIME - DIESEL	430.00
J33	DAY	PUMP 12" VAC ASSIST - DIESEL	430.00
J34	DAY	PUMP 12" DBA-SILENCER VAC ASSIST - DSL	600.00
J35	DAY	PUMP 12" SUPERVAC ASSIST - DIESEL	430.00
J36	DAY	PUMP 12"DBA-SILNCER SUPER VAC ASSIST-DSL	600.00
J37	DAY	PUMP 14" VAC ASSIST - DIESEL	758.00
J38	DAY	PUMP 18" VAC ASSIST - DIESEL	1225.00
J39	DAY	PUMP 18" DBA-SILENCER VAC ASSIST - DSL	875.00
J40	DAY	PUMP 10X8 VAC ASSIST - DIESEL	438.00
J41	DAY	PUMP 10X8 DBA-SILENCER VAC ASSIST-DIESEL	625.00
J42	DAY	PUMP 1" TO 1.5" AOD - POLY	67.00
J43	DAY	PUMP 2" AOD - ALUMINUM	47.00
J44	DAY	PUMP 2" AOD - STAINLESS	95.00
J45	DAY	PUMP 2" AOD - POLY	116.00
J46	DAY	PUMP 3" AOD - ALUMINUM	53.00
J47	DAY	PUMP 3" AOD - STAINLESS	116.00
J48	DAY	PUMP 2" TRASH	75.00
J49	DAY	PUMP 3" TRASH	106.00
J50	DAY	PUMP 4" TRASH	147.00
J51	DAY	PUMP 4" HYDRAULIC HEAD - VORTEX	125.00
J52	DAY	4" HYDRAULIC PUMP HEAD - CAST IRON	125.00
J53	DAY	4" HYDRAULIC PUMP HEAD - SLUDGE	125.00
J54	DAY	6" HYDRAULIC PUMP HEAD - CAST IRON	150.00
J55	DAY	6" HYDRAULIC PUMP HEAD - STAINLESS	150.00
J56	DAY	6" HYDRAULIC PUMP HEAD - SLUDGE	150.00
J57	DAY	8" HYDRAULIC PUMP HEAD - CAST IRON	188.00
J58	DAY	12" HYDRAULIC PUMP HEAD - CAST IRON	250.00
J59	DAY	25HP HYDRAULIC POWER UNIT	188.00
J60	DAY	65HP HYDRAULIC POWER UNIT	250.00
J61	DAY	150HP HYDRAULIC POWER UNIT	584.00
J62	DAY	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	250.00
J63	DAY	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	375.00
J64	DAY	GATE VALVE 6" AND UNDER STAINLESS STEEL	20.00
J65	DAY	GATE VALVE 8"	19.00
J66	DAY	GATE VALVE 8" STAINLESS STEEL	38.00
J67	DAY	GATE VALVE 12"	7.00
J68	DAY	GATE VALVE 12" STAINLESS STEEL	28.00
J69	DAY	GATE VALVE 14"	20.00
J70	DAY	18" KNIFE GATE VALVE	185.00
J71	DAY	GATE VALVE 12"	7.00
J72	DAY	4" CHECK VALVE	16.00
J73	DAY	12" CHECK VALVE	47.00
J74	DAY	STANDALONE PUMP MANIFOLD	188.00
J75	DAY	HOSE 2X20 PVC SUCTION - CAMLOCK	12.00
J76	DAY	HOSE 2X20 RUBBER SUCTION - CAMLOCK	12.00
J77	DAY	HOSE 2X50 RUBBER DISCHARGE - CAMLOCK	12.00
J78	DAY	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	9.00
J79	DAY	HOSE 3X20 PVC SUCTION - CAMLOCK	33.00
J80	DAY	HOSE 3X20 TANK TRUCK - CAMLOCK	33.00
J81	DAY	HOSE 3X20 RUBBER SUCTION - CAMLOCK	33.00
J82	DAY	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	10.00
J83	DAY	HOSE 4X10 RUBBER SUCTION - QC	19.00
J84	DAY	HOSE 4X20 PVC SUCTION - CAMLOCK	14.00
J85	DAY	HOSE 4X20 KANAFLEX SUCTION - CAMLOCK	24.00
J86	DAY	HOSE 4X20 OSD - FLANGED	31.00
J87	DAY	HOSE 4X20 TANK TRUCK - FLANGED	31.00
J88	DAY	HOSE 4X20 TANK TRUCK - CAMLOCK	24.00
J89	DAY	HOSE 4X20 RUBBER SUCTION - CAMLOCK	24.00
J90	DAY	HOSE 4X20 RUBBER SUCTION - QC	24.00
J91	DAY	HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK	24.00
J92	DAY	HOSE 4X50 LAYFLAT DISCHARGE - QC	24.00
J93	DAY	HOSE 4X50 RUBBER DISCHARGE - CAMLOCK	24.00
J94	DAY	HOSE 6X10 RUBBER SUCTION - CAMLOCK	24.00
J95	DAY	HOSE 6X10 RUBBER SUCTION - QC	24.00
J96	DAY	HOSE 6X20 PVC SUCTION - CAMLOCK	24.00
J97	DAY	HOSE 6X20 KANAFLEX SUCTION - CAMLOCK	44.00
J98	DAY	HOSE 6X20 KANAFLEX SUCTION - QC	44.00
J99	DAY	HOSE 6X20 COMPOSITE OSD - FLANGED	44.00
J100	DAY	HOSE 6X20 OSD - FLANGED	44.00
J101	DAY	HOSE 6X20 TANK TRUCK - CAMLOCK	44.00
J102	DAY	HOSE 6X20 RUBBER SUCTION - CAMLOCK	44.00
J103	DAY	HOSE 6X20 RUBBER SUCTION - QC	44.00
J104	DAY	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK	44.00
J105	DAY	HOSE 6X50 LAYFLAT DISCHARGE - QC	44.00

J106	DAY	HOSE 6X50 RUBBER DISCHARGE - CAMLOCK	44.00
J107	DAY	HOSE 8X10 KANAFLEX SUCTION - QC	75.00
J108	DAY	HOSE 8X10 RUBBER SUCTION - QC	50.00
J109	DAY	HOSE 8X20 KANAFLEX SUCTION - CAMLOCK	50.00
J110	DAY	HOSE 8X20 KANAFLEX SUCTION - QC	50.00
J111	DAY	HOSE 8X20 COMPOSITE OSD - FLANGED	50.00
J112	DAY	HOSE 8X20 OSD - FLANGED	50.00
J113	DAY	HOSE 8X20 RUBBER SUCTION - QC	50.00
J114	DAY	HOSE 8X50 LAYFLAT DISCHARGE - CAMLOCK	50.00
J115	DAY	HOSE 8X50 LAYFLAT DISCHARGE - QC	50.00
J116	DAY	HOSE 8X50 RUBBER DISCHARGE - QC	50.00
J117	DAY	HOSE 10X20 OSD - FLANGED	57.00
J118	DAY	HOSE 12X10 STAINLESS - FLANGED	125.00
J119	DAY	HOSE 12X10 OSD - FLANGED	83.00
J120	DAY	HOSE 12X10 RUBBER SUCTION - FLANGED	83.00
J121	DAY	HOSE 12X10 RUBBER SUCTION - QC	83.00
J122	DAY	HOSE 12X20 OSD - FLANGED	75.00
J123	DAY	HOSE 12X20 RUBBER SUCTION - QC	83.00
J124	DAY	HOSE 12X25 OSD - FLANGED	74.00
J125	DAY	HOSE 12X25 OSD DISCHARGE - FLANGED	74.00
J126	DAY	HOSE 12X30 OSD DISCHARGE - FLANGED	148.00
J127	DAY	HOSE 14X10 OSD - FLANGED	148.00
J128	DAY	HOSE 14X20 OSD - FLANGED	144.00
J129	DAY	6 X 6 CONTAINMENT BERM	63.00
J130	DAY	8" 45 DEGREE QC ELBOW FITTING	19.00
J131	DAY	8" 90 DEGREE BAUER FITTING	19.00
J132	DAY	1 X 50 HYD HOSE	113.00
J133	DAY	1-1/4 X 50 HYDRAULIC HOSE	113.00
J134	DAY	FLANGED REDUCERS (ALL SIZES)	13.00
J135	DAY	Y'S	7.00
J136	DAY	T'S	13.00
J137	DAY	STRAINERS (ALL SIZES)	7.00
J138	DAY	BUTTERFLY VALVES	19.00
J139	DAY	90'S	25.00
J140	DAY	45'S	25.00
J141	DAY	4" ISOLATION VALVE	19.00
J142	DAY	GATE VALVE 6" AND UNDER	17.00
J143	DAY	12" HDPE 90	19.00
J144	DAY	SUCTION/DISCHARGE MANIFOLD	125.00
J145	DAY	12 X 12 CONTAINMENT BERM	125.00
J146	DAY	12"-18" PIPE PLUG	51.00
J147	DAY	4 X 10 BAUER PIPE	19.00
J148	DAY	6 X 10 BAUER PIPE	19.00
J149	DAY	6 X 20 BAUER PIPE	25.00
J150	DAY	8 X 10 BAUER PIPE	25.00
J151	DAY	8 X 20 BAUER PIPE	25.00
J152	DAY	10' BRIDGE STYLE ROAD CROSSING	375.00
J153	DAY	12" ROAD CROSSING	73.00
J154	DAY	12" ROAD CROSSING DOUBLE WIDE	125.00
J155	DAY	8" ROAD CROSSING	125.00
J156	DAY	10" ROAD CROSSING DOUBLE WIDE	125.00
J157	DAY	12" ROAD CROSSING	125.00
J158	DAY	12" ROAD CROSSING DOUBLE WIDE	125.00
J159	DAY	18" ROAD CROSSING	188.00
J160	DAY	12 X 10 TYPE A BAUER PIPE	25.00
J161	DAY	JET ROD	89.00
J162	DAY	15" - 30" PIPE PLUG	89.00
J163	DAY	WELLPOINT RISER	5.00
J164	DAY	SWING ARM ASSEMBLY	5.00
J165	DAY	8" WELLPOINT HEADER PVC	25.00
J166	DAY	8" SCHEDULE 40 PVC 90	12.00
J167	DAY	8" SCHEDULE 40 PVC TEE	12.00
J168	DAY	6X20 WELLPOINT HEADER PIPE	19.00
J169	DAY	6" - 20" FUSION MACHINE	625.00
J170	LF	8" HDPE PIPE DR17	5.00
J171	DAY	12X8 HDPE REDUCER	13.00
J172	LF	12" HDPE PIPE SDR 17	5.00
J173	LF	12" HDPE PIPE SDR 26	5.00
J174	DAY	14" HDPE 14 X 12 REDUCER	8.00
J175	DAY	18X12 HDPE REDUCER	8.00
J176	DAY	18" HDPE 90	8.00
J177	DAY	18" HDPE SDR 32.5	3.00
J178	DAY	18" HDPE FLG W/BACKUP RING	8.00
J179	DAY	18" HDPE 45 BEND	8.00
J180	DAY	18" KNIFE VALVE	63.00
J181	DAY	HDPE 45'S	3.00
J182	DAY	HDPE 90'S	3.00
J183	LF	18" HDPE PIPE DR17	5.00
J184	DAY	24" - 48" PIPE PLUG	160.00
J185	DAY	8" PIPE PLUG	20.00

J186	DAY	10" PIPE PLUG	24.00
J187	DAY	12" PIPE PLUG	27.00
J188	DAY	36" - 60" PIPE PLUG	297.00
J189	DAY	12" FLNG TEE FLOAT HDPE	7.00
J190	DAY	18 HDPE FLOATING TEE SUCTION	10.00
J191	DAY	18" X 4" SADDLE	19.00
J192	DAY	4" QC 45 BEND	7.00
J193	DAY	4" QC 90 BEND	7.00
J194	DAY	END CAP 6"	7.00
J195	DAY	6" QC FLG X SOCKET	5.00
J196	DAY	6" QC TEE	3.00
J197	DAY	6" QC 45 BEND	5.00
J198	DAY	16" HDPE PIPE	3.00
J199	DAY	6" QC 90 BEND	5.00
J200	DAY	8" QC FLG X SOCKET	3.00
J201	DAY	8X12 QC ENLARGER	5.00
J202	DAY	8"QC MPT X BALL	5.00
J203	DAY	8 X 6 QC REDUCER	5.00
J204	DAY	8" QC STRAINER	7.00
J205	DAY	8" QC TEE	3.00
J206	DAY	8" QC 45 BEND	3.00
J207	DAY	8" QC FLG X BALL	15.00
J208	DAY	8" QC 90 BEND	3.00
J209	DAY	FLOAT SWITCH	9.00
J210	DAY	8 X 20 QCP PIPE DR26	25.00
J211	DAY	12" QC 90	5.00
J212	DAY	12" QC 45	5.00
J213	DAY	FITTING ELBOW 4" 90 DEGREES	7.00
J214	DAY	FITTING ELBOW 8" 90 DEGREES	19.00
J215	DAY	PUMP HYDROSTATIC TEST 10K PSI AIR	43.00
J216	DAY	PUMP HYDROSTATIC TEST 8K PSI	59.00
J217	DAY	HOSE 8' PUMP HYDROSTATIC TEST	73.00
J218	8HR	PUMP WATCH PER 8 HOUR SHIFT	2000.00
J219	HOUR	HYDROSTATIC TESTING OF PIPING	400.00
J220	HOUR	24 HOUR SYSTEM TEST	400.00
J221	DAY	TEAR DOWN 4" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	2400.00
J222	DAY	TEAR DOWN 6" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	3000.00
J223	DAY	TEAR DOWN 8" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	4300.00
J224	DAY	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	4200.00
J225	DAY	TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	5500.00
J226	DAY	TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES)	1500.00
K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems			
K1	LF	6" Installation of Pressure Pipe Lining (Potable)	360.00
K2	LF	8" Installation of Pressure Pipe Lining (Potable)	405.00
K3	LF	10" Installation of Pressure Pipe Lining (Potable)	465.00
K4	LF	12" Installation of Pressure Pipe Lining (Potable)	516.00
K5	LF	15" Installation of Pressure Pipe Lining (Potable)	585.00
K6	LF	18" Installation of Pressure Pipe Lining (Potable)	705.00
K7	LF	21" Installation of Pressure Pipe Lining (Potable)	786.00
K8	LF	24" Installation of Pressure Pipe Lining (Potable)	879.00
K9	LF	27" Installation of Pressure Pipe Lining (Potable)	960.00
K10	LF	30" Installation of Pressure Pipe Lining (Potable)	1185.00
K11	LF	33" Installation of Pressure Pipe Lining (Potable)	1380.00
K12	LF	36" Installation of Pressure Pipe Lining (Potable)	1518.00
K13	LF	39" Installation of Pressure Pipe Lining (Potable)	1746.00
K14	LF	42" Installation of Pressure Pipe Lining (Potable)	2070.00
K15	LF	48" Installation of Pressure Pipe Lining (Potable)	2760.00
K16	LF	54" Installation of Pressure Pipe Lining (Potable)	3300.00
K17	LF	6" Reinforced Pressure Pipe Lining (Non-Potable)	270.00
K18	LF	8" Reinforced Pressure Pipe Lining (Non-Potable)	330.00
K19	LF	10" Reinforced Pressure Pipe Lining (Non-Potable)	390.00
K20	LF	12" Reinforced Pressure Pipe Lining (Non-Potable)	450.00
K21	LF	15" Reinforced Pressure Pipe Lining (Non-Potable)	510.00
K22	LF	18" Reinforced Pressure Pipe Lining (Non-Potable)	630.00
K23	LF	21" Reinforced Pressure Pipe Lining (Non-Potable)	696.00
K24	LF	24" Reinforced Pressure Pipe Lining (Non-Potable)	855.00
K25	LF	27" Reinforced Pressure Pipe Lining (Non-Potable)	960.00
K26	LF	30" Reinforced Pressure Pipe Lining (Non-Potable)	1095.00
K27	LF	33" Reinforced Pressure Pipe Lining (Non-Potable)	1290.00
K28	LF	36" Reinforced Pressure Pipe Lining (Non-Potable)	1518.00
K29	LF	39" Reinforced Pressure Pipe Lining (Non-Potable)	1665.00
K30	LF	42" Reinforced Pressure Pipe Lining (Non-Potable)	2010.00
K31	LF	48" Reinforced Pressure Pipe Lining (Non-Potable)	2700.00
K32	LF	54" Reinforced Pressure Pipe Lining (Non-Potable)	3000.00
K33	EA	6" Installation of End Seal	4140.00
K34	EA	8" Installation of End Seal	4140.00
K35	EA	10" Installation of End Seal	4140.00
K36	EA	12" Installation of End Seal	4140.00
K37	EA	15" Installation of End Seal	5520.00

K38	EA	18" Installation of End Seal	6900.00
K39	EA	21" Installation of End Seal	6900.00
K40	EA	24" Installation of End Seal	8280.00
K41	EA	27" Installation of End Seal	8280.00
K42	EA	30" Installation of End Seal	8280.00
K43	EA	33" Installation of End Seal	9660.00
K44	EA	36" Installation of End Seal	9660.00
K45	EA	39" Installation of End Seal	11040.00
K46	EA	42" Installation of End Seal	11040.00
K47	EA	48" Installation of End Seal	13800.00
K48	EA	54" Installation of End Seal	13800.00
K49	EA	6"to 12" System set-up charge (<150 lf)	4140.00
K50	EA	15" to 21" System set-up charge (<150 lf)	4140.00
K51	EA	24" to 33" System set-up charge (<150 lf)	4140.00
K52	EA	36" to 54" System set-up charge (<150 lf)	4140.00
L. Pressure Pipeline Bypass			
L1	LF	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	110.40
L2	EA	Connection of each service from 2"- 4" AWWA approved bypass	1269.60
L3	Day	Operation of 2"- 4" AWWA approved bypass	2760.00
L4	LF	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	138.00
L5	EA	Connection of each service from 6"- 8" AWWA approved bypass	1407.60
L6	Day	Operation of 6"- 8" AWWA approved bypass	3312.00
L7	LF	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	165.60
L8	EA	Connection of each service from 10"- 12" AWWA approved bypass	1725.00
L9	Day	Operation of 10"- 12" AWWA approved bypass	5520.00
L10	LF	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	414.00
L11	EA	Connection of each service from 13"- 19" AWWA approved bypass	1794.00
L12	Day	Operation of 13"- 19" AWWA approved bypass	6900.00
L13	EA	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	552.00
L14	EA	Connection of each service from 20"- 24" AWWA approved bypass	2760.00
L15	Day	Operation of 20"- 24" AWWA approved bypass	6900.00
L16	LF	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	966.00
L17	EA	Connection of each service from 25"- 30" AWWA approved bypass	2760.00
L18	Day	Operation of 25"- 30" AWWA approved bypass	8280.00
L19	LF	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	1242.00
L20	EA	Connection of each service from 31"- 37" AWWA approved bypass	2760.00
L21	Day	Operation of 31"- 37" AWWA approved bypass	8280.00
L22	LF	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	1656.00
L23	EA	Connection of each service from 38"- 48" AWWA approved bypass	2760.00
L24	Day	Operation of 38"- 48" AWWA approved bypass	8280.00
M. Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning			
M1	LF	6" Cleaning with pressure propelled pigs	27.60
M2	LF	8" Cleaning with pressure propelled pigs	27.60
M3	LF	10" Cleaning with pressure propelled pigs	27.60
M4	LF	12" Cleaning with pressure propelled pigs	27.60
M5	LF	15" Cleaning with pressure propelled pigs	41.40
M6	LF	18" Cleaning with pressure propelled pigs	41.40
M7	LF	21" Cleaning with pressure propelled pigs	41.40
M8	LF	24" Cleaning with pressure propelled pigs	55.20
M9	LF	27" Cleaning with pressure propelled pigs	55.20
M10	LF	30" Cleaning with pressure propelled pigs	55.20
M11	LF	33" Cleaning with pressure propelled pigs	55.20
M12	LF	36" Cleaning with pressure propelled pigs	110.40
M13	LF	42" Cleaning with pressure propelled pigs	110.40
M14	LF	48" Cleaning with pressure propelled pigs	110.40
M15	LF	54" Cleaning with pressure propelled pigs	110.40
M16	LF	6" Cleaning with scrapers or other attached tools	41.40
M17	LF	8" Cleaning with scrapers or other attached tools	41.40
M18	LF	10" Cleaning with scrapers or other attached tools	41.40
M19	LF	12" Cleaning with scrapers or other attached tools	41.40
M20	LF	15" Cleaning with scrapers or other attached tools	55.20
M21	LF	18" Cleaning with scrapers or other attached tools	55.20
M22	LF	21" Cleaning with scrapers or other attached tools	55.20
M23	LF	24" Cleaning with scrapers or other attached tools	69.00
M24	LF	27" Cleaning with scrapers or other attached tools	69.00
M25	LF	30" Cleaning with scrapers or other attached tools	69.00
M26	LF	33" Cleaning with scrapers or other attached tools	96.60
M27	LF	36" Cleaning with scrapers or other attached tools	96.60
M28	LF	42" Cleaning with scrapers or other attached tools	110.40
M29	LF	48" Cleaning with scrapers or other attached tools	138.00
M30	LF	54" Cleaning with scrapers or other attached tools	165.60
M31	LF	6" Pressure pipe inspection	11.04
M32	LF	8" Pressure pipe inspection	11.04
M33	LF	10" Pressure pipe inspection	13.80
M34	LF	12" Pressure pipe inspection	13.80
M35	LF	15" Pressure pipe inspection	13.80
M36	LF	18" Pressure pipe inspection	19.32
M37	LF	21" Pressure pipe inspection	19.32

M38	LF	24" Pressure pipe inspection	19.32
M39	LF	27" Pressure pipe inspection	19.32
M40	LF	30" Pressure pipe inspection	19.32
M41	LF	33" Pressure pipe inspection	19.32
M42	LF	36" Pressure pipe inspection	22.08
M43	LF	42" Pressure pipe inspection	22.08
M44	LF	48" Pressure pipe inspection	27.60
M45	LF	54" Pressure pipe inspection	41.40
M46	LF	Tuberculation Removal (Pressure & Gravity Pipelines)	40.00
N. Restoration and Associated Items			
N1	LF	Saw Cutting up to 8" depth	9.00
N2	LF	Saw Cutting over 8" depth	12.00
N3	SY	Repair/Rehab 2" Asphalt pavement	52.00
N4	SY	Repair/Rehab 8" Flex base	46.00
N5	SY	Repair/Rehab 8" Concrete pavement	173.00
N6	SY	Repair/Rehab 6" Concrete driveway	121.00
N7	SY	Repair/Rehab 4" Concrete sidewalk	98.00
N8	LF	Repair/Rehab Concrete curb and gutter	29.00
N9	SY	Sodding	29.00
N10	LF	Repair/Rehab chain link fence with new	25.00
N11	LF	Repair/Rehab wooden fence with new	29.00
N12	CY	TOPSOIL COMPLETE	41.00
N13	CY	SANDING COMPLETE	41.00
N14	CY	MULCH COMPLETE	41.00
N15	LF	STRAW BALE BARRIER	20.00
N16	EACH	TREE REPLACEMENT: HARDWOODS, 2"	863.00
N17	EACH	TREE REPLACEMENT: PINES, 2"	863.00
N18	EACH	SHRUB REPLACEMENT: 1 GALLON	40.00
N19	EACH	SHRUB REPLACEMENT: 3 GALLON	63.00
N20	EACH	SHRUB REPLACEMENT: 5 GALLON	82.00
N21	EACH	SHRUB REPLACEMENT: 7 GALLON	122.00
N22	EACH	BEDDING FLOWERS: PER FLAT OF 18	575.00
N23	SY	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	260.00
N24	SY	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	260.00
N25	SY	STONE GROUTED RIP RAP - 12" INSTALLED	288.00
N26	LF	SILT FENCE TYPE A, COMPLETE	12.00
N27	LF	SILT FENCE TYPE C, COMPLETE	8.00
N28	LF	ORANGE BARRIER FENCE	6.00
N29	EACH	HAY BALES COMPLETE	160.00
N30	SY	PLASTIC FILTER FABRIC INSTALLED	10.00
N31	SF	PERMANENT SOIL REINF MAT INSTALLED	125.00
O. Additional Labor Rates and Traffic Control			
O1	HR	SUPERINTENDENT - REGULAR	35.00
O2	HR	FOREMAN - REGULAR	30.00
O3	HR	LABORER - REGULAR	20.00
O4	HR	TRUCK DRIVER - REGULAR	24.00
O5	HR	UTILITY - REGULAR	20.00
O6	HR	SUPERINTENDENT - OVER TIME	65.00
O7	HR	FOREMAN - OVER TIME	60.00
O8	HR	LABORER - OVER TIME	32.00
O9	HR	TRUCK DRIVER - OVER TIME	42.00
O10	HR	UTILITY - OVERTIME	40.00
O11	EA	Barricades, Signs, and Traffic Handling (per setup)	3500.00
O12	EA	Traffic Control Plan (per setup)	2500.00
O13	HR	Flagmen	40.00
O14	HR	Uniformed Officers	65.00
O15	EA	SWPPP	2500.00
P. Crew Travel & Mobilization			
P1	EA	Travel and Mobilization- TML Region 2 (Amarillo)	8970.00
P2	EA	Travel and Mobilization- TML Region 3 (Caprock-Lubbock)	8970.00
P3	EA	Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa)	8970.00
P4	EA	Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls)	5980.00
P5	EA	Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene)	4784.00
P6	EA	Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	4784.00
P7	EA	Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth)	3250.00
P8	EA	Travel and Mobilization- TML Region 9 (Heart of Texas-Waco)	4784.00
P9	EA	Travel and Mobilization- TML Region 10 (Highland Lakes-Austin)	3250.00
P10	EA	Travel and Mobilization- TML Region 11(Coastal Bend-Corpus Christi)	8970.00
P11	EA	Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	11960.00
P12	EA	Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	3250.00
P13	EA	Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	3250.00
P14	EA	Travel and Mobilization- TML Region 15 (Tyler-Longview)	4784.00
P15	EA	Travel and Mobilization- TML Region 16 (Golden Pine & Oil-Beaumont)	4784.00
P16	EA	Travel and Mobilization - Oklahoma	13000.00
P17	EA	Travel and Mobilization - Louisiana	9750.00
P18	EA	Travel and Mobilization - Colorado	20000.00
P19	EA	Travel and Mobilization - Arkansas	20000.00

P20	EA	Travel and Mobilization - Missouri	20000.00
P21	EA	Travel and Mobilization - Kansas	20000.00
P22	EA	Travel and Mobilization - Emergency Mobilization	10000.00
P23	EA	Travel and Mobilization - Rehab of Less Than 100 Ft	25000.00
P24	EA	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	20000.00
P25	EA	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	15000.00
P26	EA	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	10000.00
P27	EA	Travel and Mobilization - Alabama	20000.00
P28	EA	Travel and Mobilization - Alaska	100000.00
P29	EA	Travel and Mobilization - Arizona	35000.00
P30	EA	Travel and Mobilization - Arkansas	20000.00
P31	EA	Travel and Mobilization - California	45000.00
P32	EA	Travel and Mobilization - Colorado	30000.00
P33	EA	Travel and Mobilization - Connecticut	50000.00
P34	EA	Travel and Mobilization - Delware	50000.00
P35	EA	Travel and Mobilization - Florida	30000.00
P36	EA	Travel and Mobilization - Georgia	35000.00
P37	EA	Travel and Mobilization - Hawaii	300000.00
P38	EA	Travel and Mobilization - Idaho	45000.00
P39	EA	Travel and Mobilization - Illinois	30000.00
P40	EA	Travel and Mobilization - Indiana	30000.00
P41	EA	Travel and Mobilization - Iowa	30000.00
P42	EA	Travel and Mobilization - Kansas	30000.00
P43	EA	Travel and Mobilization - Kentucky	30000.00
P44	EA	Travel and Mobilization - Louisiana	20000.00
P45	EA	Travel and Mobilization - Maine	50000.00
P46	EA	Travel and Mobilization - Maryland	30000.00
P47	EA	Travel and Mobilization - Massachusetts	30000.00
P48	EA	Travel and Mobilization - Michigan	30000.00
P49	EA	Travel and Mobilization - Minnesota	30000.00
P50	EA	Travel and Mobilization - Mississippi	20000.00
P51	EA	Travel and Mobilization - Montana	30000.00
P52	EA	Travel and Mobilization - Nebraska	30000.00
P53	EA	Travel and Mobilization - Nevada	45000.00
P54	EA	Travel and Mobilization - New Hampshire	45000.00
P55	EA	Travel and Mobilization - New Jersey	50000.00
P56	EA	Travel and Mobilization - New Mexico	40000.00
P57	EA	Travel and Mobilization - New York	45000.00
P58	EA	Travel and Mobilization - North Carolina	30000.00
P59	EA	Travel and Mobilization - North Dakota	40000.00
P60	EA	Travel and Mobilization - Ohio	40000.00
P61	EA	Travel and Mobilization - Oklahoma	15000.00
P62	EA	Travel and Mobilization - Oregon	45000.00
P63	EA	Travel and Mobilization - Pennsylvania	40000.00
P64	EA	Travel and Mobilization - Rhode Island	45000.00
P65	EA	Travel and Mobilization - South Carolina	30000.00
P66	EA	Travel and Mobilization - South Dakota	40000.00
P67	EA	Travel and Mobilization - Tennessee	30000.00
P68	EA	Travel and Mobilization - Utah	30000.00
P69	EA	Travel and Mobilization - Vermont	40000.00
P70	EA	Travel and Mobilization - Virginia	40000.00
P71	EA	Travel and Mobilization - Washington	50000.00
P72	EA	Travel and Mobilization - West Varginia	30000.00
P73	EA	Travel and Mobilization - Wisconsin	40000.00
P74	EA	Travel and Mobilization - Wyoming	40000.00
P75	EA	Travel and Mobilization - Emergency Mobilization	10000.00
P76	EA	Travel and Mobilization - Rehab of Less Than 100 Ft	25000.00
P77	EA	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	20000.00
P78	EA	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	15000.00
P79	EA	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	10000.00

HGACBuy (/default.aspx)

List of HGACBuy End Users

Select a State to See a List of End Users From That State

Florida

Filter by Name:

Agency Name	City
City of Cocoa (FL)	Cocoa

News & Events

End User Orientation (/events/event-details.aspx?eventid=121)

Join us for an HGACBuy End User Orientation (/events/event-details.aspx?eventid=121)

The HGACBuy End User Orientation objective is to introduce End Users to the HGACBuy program:

- Who is HGACBuy?

- Discuss what HGACBuy Cooperative does
- The advantages of using HGACBuy
- Discuss the purchasing process
- HGACBuy Website

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

Contractor Orientation (/events/event-details.aspx?eventid=126)

Join us for a Contractor Orientation Webinar (/events/event-details.aspx?eventid=126)

The orientation will discuss:

- Our cooperative environment
- Requirements for Member participation
- Preparing Contract Pricing Worksheets
- Purchase orders and Order Confirmations
- Quarterly Activity Reporting

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

End User Orientation (/events/event-details.aspx?eventid=127)

Join us for an HGACBuy End User Orientation (/events/event-details.aspx?eventid=127)

Webinar will begin exactly at 9:30AM CST. Please be on time for the webinar or you may miss the presentation and have to wait until the next one.

The HGACBuy End User Orientation objective is to introduce End Users to the HGACBuy program:

- Who is HGACBuy?
- Discuss what HGACBuy Cooperative does
- The advantages of using HGACBuy
- Discuss the purchasing process
- HGACBuy Website

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

DocuSign Envelope ID: CBE29C92-669B-46DB-83C[redacted]8047B0B61C

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Vortex Companies, LLC, hereinafter referred to as the Contractor, having its principal place of business at 18150 Imperial Valley Drive, Houston, TX 77060.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins 07/01/18 and ends 06/30/21. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Vortex Companies, LLC

Signature Nicholas Banchetti
B7EF48F41231484...

Name Nicholas Banchetti

Title COO

Date 6/25/2018

H-GAC

DocuSigned by:
Signature
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/15/2018

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

HOUSTON-GALVESTON AREA COUNCIL

January 13, 2020

Mr. Lloyd Evans
Business & Systems Analyst
Vortex Companies, LLC
18150 Imperial Valley Drive
Houston, TX 77060

RE: Contract Changes on Contract TP07-18 for the Supply of Trenchless Pipeline Rehabilitation Services.

Dear Mr. Evans:

The Houston-Galveston Area Council has reviewed your request for contract changes in the above referenced contract (see attachments). We have determined that the changes are reasonable and conform to the provisions of the contract. Therefore, the request is approved.

Sincerely,

DocuSigned by:
Ronnie Barnes
D3E2DDD166F2488...

Ronnie O. Barnes
Director of Public Services

ROB/yf

Enclosures

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

Date: **January 9, 2020**

To: Brian Denzel

From: Bill Burton

RE: **Contract Change Request**
Vortex Companies, LLC – Contract #TP07-18

Vortex Companies, LLC in correspondence of January 6, 2020 has requested their contract be amended to reflect product updates published January 2020.

Staff has reviewed the request and determined it to be in accordance with applicable contract requirements. This request represents a product listing update only. There is no price increase. Approval is recommended.

Please advise if and when request is approved so that we may advise appropriate staff and arrange for website update.

WEB
Attachments

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

Burton, William

From: Lloyd Evans <levans@vortexcompanies.com>
Sent: Monday, January 6, 2020 8:33 AM
To: Johnson, Veronica; Burton, William
Subject: Vortex Companies - TP07-18 additional line items
Attachments: HGAC - Price List Vortex Companies 3 - 12.2019.pdf

Categories: Red Category

CAUTION: This message originated outside of H-GAC. Please do not click links or open attachments unless you recognize the source and know the content is safe. Report any suspicious email using the Phish Alert button.

Hello,

We would like to add the following line items to our price list for the contract TP07-18 Trenchless Pipeline Rehabilitation Services:

	G61	WTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G62	WTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G63	WTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G64	WTP Structure Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G65	WTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G66	WWTP, WTP, Water Conveyance Structures/Systems Assessment Technician (engineering, inspection, etc.)	HR	300.00

I have amended our price list and attached the .pdf to this message highlighting the changes in section G.

This change would affect all of our entities:

Quadex Lining Systems, LLC
Ricor Services, LLC
Schwalm USA, LLC
VacVision Environmental, LLC
Vaught Services, LLC
Vortex Companies, LLC
Vortex Industrial Solutions, LLC
Vortex Turnkey Solutions, LLC

Please let us know if any further action is needed on our part as well as when we can move forward with quoting members using the new line items.

Thank you very much for all of our assistance!

Lloyd Evans
Business & Systems Analyst
Vortex Companies
p: (832) 371-6083
m: (209) 423-1838
a: 18150 Imperial Valley Dr.,
Houston TX 77060
w: vortexcompanies.com
e: levans@vortexcompanies.com

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more Click Here.

FORM D - Products and Services Offerings (Tab B)				
Offer Name:		**Vortex Companies, LLC**		
Invitation No.		**TP07-18 Trenchless Pipeline Rehabilitation Services**		
Section	**Item No.**	**Full Description**	**UNITS**	**PRICE**
A. Clean/TV and Evaluation for Gravity Pipelines				
	A1	Sewer Main Television Inspection (8" through 15" Diameter)	LF	4.00
	A2	Sewer Main Television Inspection (18" through 24" Diameter)	LF	6.00
	A3	Sewer Main Television Inspection (27" through 36" Diameter)	LF	8.00
	A4	Sewer Main Television Inspection (42" through 48" Diameter)	LF	12.00
	A5	Sewer Main Television Inspection (54" through 60" Diameter)	LF	14.00
	A6	Sewer Main Television Inspection (66" through 72" Diameter)	LF	22.00
	A7	Sewer Main Television Inspection (78" through 90" Diameter)	LF	35.00
	A8	Sewer Main Television Insepction (96" through 108" Diameter)	LF	40.00
	A9	Sewer Main Cleaning - Normal (8" through 15" Diameter)	LF	4.00
	A10	Sewer Main Cleaning - Normal (18" through 24" Diameter)	LF	6.00
	A11	Sewer Main Cleaning - Normal (27" through 36" Diameter)	LF	8.00
	A12	Sewer Main Cleaning - Normal (42" through 48" Diameter)	LF	12.00
	A13	Sewer Main Cleaning - Normal (54" through 60" Diameter)	LF	14.00
	A14	Sewer Main Cleaning - Normal (66" through 72" Diameter)	LF	22.00
	A15	Sewer Main Cleaning - Normal (78" through 90" Diameter)	LF	35.00
	A16	Sewer Main Cleaning - Normal (96" through 108" Diameter)	LF	40.00
	A17	Sewer Main Cleaning - Mechanical (8" through 15" Diameter)	LF	6.00
	A18	Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	LF	8.00
	A19	Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	LF	25.00
	A20	Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	LF	35.00
	A21	Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	LF	38.00
	A22	Sewer Main Cleaning - Mechanical (66" through 72" Diameter)	LF	55.00
	A23	Sewer Main Cleaning - Mechanical (78" through 90" Diameter)	LF	80.00
	A24	Sewer Main Cleaning - Mechanical (96" through 108" Diameter)	LF	110.00
	A25	6" Clean and TV storm sewer	LF	5.52
	A26	8" Clean and TV storm sewer	LF	5.52
	A27	10" Clean and TV storm sewer	LF	6.90
	A28	12" Clean and TV storm sewer	LF	6.90
	A29	15" Clean and TV storm sewer	LF	9.66
	A30	18" Clean and TV storm sewer	LF	13.80
	A31	21" Clean and TV storm sewer	LF	16.56
	A32	24" Clean and TV storm sewer	LF	19.32
	A33	27" Clean and TV storm sewer	LF	20.70
	A34	30" Clean and TV storm sewer	LF	27.60
	A35	33" Clean and TV storm sewer	LF	34.50
	A36	36" Clean and TV storm sewer	LF	41.40
	A37	42" Clean and TV storm sewer	LF	55.20
	A38	48" Clean and TV storm sewer	LF	69.00
	A39	54" Clean and TV storm sewer	LF	82.80
	A40	60" Clean and TV storm sewer	LF	100.00
	A41	66" Clean and TV storm sewer	LF	115.00
	A42	72" Clean and TV storm sewer	LF	130.00
	A43	78" Clean and TV storm sewer	LF	145.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	A44	84" Clean and TV storm sewer	LF	160.00
	A45	90" Clean and TV storm sewer	LF	175.00
	A46	96" Clean and TV storm sewer	LF	190.00
	A47	102" Clean and TV storm sewer	LF	205.00
	A48	108" Clean and TV storm sewer	LF	220.00
	A49	114" Clean and TV storm sewer	LF	235.00
	A50	Greater than 114" Clean and TV storm sewer	LF	250.00
	A51	6" - 12" Post TV Inspection After Rehabilitation	LF	5.00
	A52	14" - 20" Post TV Inspection After Rehabilitation	LF	5.00
	A53	21" - 36" Post TV Inspection After Rehabilitation	LF	9.00
	A54	37"- 42" Post TV Inspection After Rehabilitation	LF	12.00
	A55	43"- 48" Post TV Inspection After Rehabilitation	LF	22.00
	A56	49"- 54" Post TV Inspection After Rehabilitation	LF	32.00
	A57	55"- 60" Post TV Inspection After Rehabilitation	LF	42.00
	A58	61"- 72" Post TV Inspection After Rehabilitation	LF	52.00
	A59	73" or Larger Post TV Inspection After Rehabilitation	LF	62.00
	A60	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	EA	4312.00
	A61	Major Lift Station Cleaning - Additional Hours	HR	1078.00
	A62	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	EA	1150.00
	A63	Minor Lift Station Cleaning - Additional Hours	HR	287.50
	A64	Vactor Truck Services	HR	500.00
	A65	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	YD	90.00
	A66	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	YD	350.00
	A67	Re-setup for TV Due to Point Repairs or Obstructions	EA	300.00
	A68	Mechanical Root removal	LF	8.00
	A69	Grease removal	LF	3.22
	A70	Other Remote Obstruction removal (max. 5 lf)	EA	690.00
	A71	Smoke Testing	LF	1.84
	A72	Manhole/Cleanout & Sewer Line Visual Inspection	EA	184.00
	A73	GPS Survey of Manholes & Cleanouts	EA	400.00
	A74	Heavy Debris Removal - MAN ENTRY	EA	250.00
	A75	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	EA	500.00
	A76	Heavy Debris Removal - REMOTE ENTRY	LF	1000.00
	A77	Dyed Water Flooding/Leak Quantification & Evaluation	EA	322.00
B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines				
	B1	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	405.00
	B2	42" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	430.00
	B3	48" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	460.00
	B4	54" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	645.00
	B5	60” STORM PIPE - QLS CAST REHABILITATION - 1.5" Thickness	LF	678.00
	B6	66” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	715.00
	B7	72” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	850.00
	B8	78” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	925.00
	B9	84” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1075.00
	B10	90” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1200.00
	B11	96” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1500.00
	B12	102" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1800.00
	B13	108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2300.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	B14	Greater than 108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2700.00
	B15	NON ROUND SEWER PIPE	SF	55.00
	B16	36" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	LF	405.00
	B17	42" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	LF	430.00
	B18	48" SANITARY PIPE - QLS REHABILITATION - 1" Thickness	LF	460.00
	B19	54" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	645.00
	B20	60” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	678.00
	B21	66” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	715.00
	B22	72” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	850.00
	B23	78” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	925.00
	B24	84” SANITARY PIPE - QLS CAST REHABILITATION - 1.5" Thickness	LF	1075.00
	B25	90” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1200.00
	B26	96” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1500.00
	B27	102" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1800.00
	B28	108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2300.00
	B29	Greater than 108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2700.00
	B30	EACH ADDITIONAL .5" Thickness	SF	15.00
	B31	REINFORCEMENT WITH WELDED WIRE FABRIC- 4X4W4	SF(of WWF)	15.00
	B32	REINFORCEMENT WITH REBAR- #3	LF(of Rebar)	10.00
	B33	REINFORCEMENT WITH REBAR- #4	LF(of Rebar)	20.00
	B34	REINFORCEMENT WITH REBAR- #8	LF(of Rebar)	40.00
	B35	INFILTRATION CONTROL- CHEMICAL GROUT	GALLON	100.00
	B36	INFILTRATION CONTROL- QUAD-PLUG	PAIL	50.00
	B37	REBUILD INVERT	CF	75.00
	B38	JOINT PREPARATION	LF	20.00
	B39	ANTIMICROBIAL APPLICATION	SF	5.00
	B40	CHANNEL EXCAVATION	CY	50.00
	B41	DEBRIS REMOVAL	CY	65.00
	B42	CLEARING AND GRUBBING	AC	4500.00
	B43	TREE REMOVAL (6” – 12”)	EACH	1500.00
	B44	TREE REMOVAL (13” – 23”)	EACH	3000.00
	B45	TREE REMOVAL (> 24”)	EACH	5000.00
	B46	REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	EACH	1200.00
	B47	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	EACH	250.00
C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines				
	C1	6" x 4.5mm STEAM / WATER CURE	LF	36.80
	C2	8" x 6.0mm STEAM WATER CURE	LF	34.96
	C3	10" x 6.0mm STEAM /WATER CURE	LF	38.64
	C4	12" x 6.0mm STEAM /WATER CURE	LF	53.36
	C5	15" x 7.5mm STEAM /WATER CURE	LF	64.40
	C6	18" x 9.0mm STEAM/WATER CURE	LF	78.20
	C7	21" x 9.0mm STEAM/WATER CURE	LF	105.80
	C8	24" x 10.5mm STEAM/WATER CURE	LF	128.80
	C9	27" x 10.5mm STEAM /WATER CURE	LF	147.20
	C10	30" x 12.0mm STEAM /WATER CURE	LF	174.80
	C11	33" x 12.0mm STEAM /WATER CURE	LF	207.00
	C12	36" x 12.0mm STEAM /WATER CURE	LF	230.00
	C13	42" x 13.5mm STEAM/WATER CURE	LF	257.60

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	C14	48" x 15.0mm STEAM /WATER CURE	LF	432.40
	C15	54" x 18.0mm STEAM/WATER CURE	LF	552.00
	C16	60" x 22.5mm STEAM /WATER CURE	LF	650.00
	C17	6" & 8" Additional 1.5mm	LF	0.92
	C18	10" & 12" Additional 1.5mm	LF	4.60
	C19	15" & 18" Additional 1.5mm	LF	13.80
	C20	21" & 24" Additional 1.5mm	LF	23.00
	C21	27" Additional 1.5mm	LF	27.60
	C22	30" Additional 1.5mm	LF	32.20
	C23	33" Additional 1.5mm	EA	36.80
	C24	36" Additional 1.5mm	EA	41.40
	C25	42" Additional 1.5mm	EA	46.00
	C26	48" Additional 1.5mm	EA	55.20
	C27	54" Additional 1.5mm	EA	64.40
	C28	60" Additional 1.5mm	EA	75.00
	C29	Internal reconnects on Cured-in-place pipe	EA	276.00
	C30	6" & 8" Additional .7mm	LF	4.00
	C31	10" & 12" Additional .7mm	LF	7.00
	C32	15" Additional .7mm	LF	9.00
	C33	18" Additional .7mm	LF	10.00
	C34	21" Additional .7mm	LF	12.00
	C35	24" Additional .7mm	LF	14.00
	C36	27" Additional .7mm	LF	15.00
	C37	30" Additional .7mm	LF	17.00
	C38	33" Additional .7mm	LF	18.00
	C39	36" Additional .7mm	LF	20.00
	C40	42" Additional .7mm	LF	29.00
	C41	48" Additional .7mm	LF	42.00
	C42	6"-12" CIPP Set-up Charge	LF	7.00
	C43	15"-18" CIPP Set-up Charge	LF	12.00
	C44	21"-24" CIPP Set-up Charge	LF	18.00
	C45	27"-36" CIPP Set-up Charge	LF	24.00
	C46	42"-48" CIPP Set-up Charge	LF	24.00
	C47	6" - 12" CIPP Additional Charge Per Install Length (>200')	LF	36.00
	C48	15" - 18" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	C49	21" - 24" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	C50	27" - 36" CIPP Additional Charge Per Install Length (>200')	LF	48.00
	C51	42" - 48" CIPP Additional Charge Per Install Length (>200')	LF	54.00
	C52	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	5.00
	C53	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	10.00
	C54	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	15.00
	C55	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C56	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C57	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C58	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C59	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C60	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C61	4"-6" Installation and cure of lateral liner from surface clean out to main	LF	5980.00
	C62	4"-6" Set-up for installations of <20 each total	EA	4600.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	C63	4"-6" Set-up for installations of 20-50 each total	EA	3220.00
	C64	4"-6" Set-up for installations of 51-150 each total	EA	1840.00
	C65	6" - 12" CIPP Setup Charge (< 300 LF)	EA	1000.00
	C66	15" - 21" CIPP Setup Charge (< 300 LF)	EA	1500.00
	C67	24" - 36" CIPP Setup Charge (< 300 LF)	EA	2000.00
	C68	36" or Larger CIPP Setup Charge (< 300 LF)	EA	4000.00
	C69	Backyard Easement Setup (6" - 10")	EA	2500.00
	C70	Backyard Easement Setup (12" - 18")	EA	3500.00
	C71	Timber Matting for Large Diameter Setup	SY	75.00
D. Pipe Bursting Rehabilitation for Sewer Lines				
	D1	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	LF	55.00
	D2	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	LF	61.00
	D3	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	LF	66.00
	D4	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	LF	63.00
	D5	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	66.00
	D6	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	LF	70.00
	D7	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	LF	72.00
	D8	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	LF	78.00
	D9	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	LF	83.00
	D10	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	LF	81.00
	D11	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	LF	85.00
	D12	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	LF	90.00
	D13	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	LF	130.00
	D14	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	LF	142.00
	D15	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	LF	165.00
	D16	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	LF	160.00
	D17	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	LF	188.00
	D18	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	LF	200.00
	D19	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	LF	190.00
	D20	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	LF	224.00
	D21	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	LF	255.00
	D22	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	LF	240.00
	D23	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	LF	270.00
	D24	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	LF	300.00
	D25	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	LF	285.00
	D26	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	LF	300.00
	D27	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	LF	334.00
	D28	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	LF	305.00
	D29	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	LF	340.00
	D30	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	LF	375.00
	D31	8" - 12" Pipeburst Setup Charge (< 300 LF)	EA	3500.00
	D32	16" - 22" Pipeburst Setup Charge (< 300 LF)	EA	4000.00
	D33	24" or Larger Pipeburst Setup Charge (< 300 LF)	EA	6500.00
E. Pipe Bursting Rehabilitation for Water Lines				
	E1	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	65.00
	E2	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	80.00
	E3	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	95.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	E4	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	115.00
	E5	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	135.00
	E6	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	165.00
	E7	6" Flow Stop	EA	6500.00
	E8	8" Flow Stop	EA	7200.00
	E9	10" Flow Stop	EA	8800.00
	E10	12" Flow Stop	EA	10500.00
	E11	3/4" Service Tap, Install on 4"-8" Waterline	EA	1000.00
	E12	1" Service Tap, Install on 4"-8" Waterline	EA	1200.00
	E13	1.5" Service Tap, Install on 4"-8" Waterline	EA	1450.00
	E14	2" Service Tap, Install on 4"-8" Waterline	EA	2000.00
	E15	3/4" Service Tap, Install on 10"-12" Waterline	EA	1000.00
	E16	1" Service Tap, Install on 10"-12" Waterline	EA	1200.00
	E17	1.5" Service Tap, Install on 10"-12" Waterline	EA	1450.00
	E18	2" Service Tap, Install on 10"-12" Waterline	EA	2000.00
	E19	Install 4"-8" tee, to any size	EA	3600.00
	E20	Install 10"-12" tee, to any size	EA	4800.00
	E21	Install 4"-8" mechanical joint wet connection, to any size	EA	2750.00
	E22	Install 10"-12" wet connection, to any size	EA	6000.00
	E23	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	LF	305.00
	E24	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	LF	595.00
	E25	Annual and void space grouting	CY	200.00
	E26	Install 1" Corporation Stop with Valve Box	EA	400.00
	E27	Install 2" Corporation Stop with Valve Box	EA	700.00
	E28	Install 4" gate valve & box	EA	600.00
	E29	Install 6" gate valve & box	EA	800.00
	E30	Install 8" gate valve & box	EA	1200.00
	E31	Install 12" gate valve & box	EA	2200.00
	E32	Install 8"x2" service saddle	EA	900.00
	E33	Install 12"x1" service saddle	EA	1200.00
	E34	Install 12"x2" service saddle	EA	1300.00
	E35	Connect new 1" water line w/existing 1" water line	EA	400.00
	E36	Connect new 2" water line w/existing 2" water line	EA	500.00
	E37	Connect new 4" water line w/existing 4" water line	EA	600.00
	E38	Connect new 6" water line w/existing 6" water line	EA	700.00
	E39	Connect new 8" water line w/existing 8" water line	EA	800.00
	E40	Connect new 12" water line w/existing 12" water line	EA	1000.00
	E41	Install 3/4 inch service connections	EA	525.00
	E42	Remove and dispose of existing fire hydrant	EA	500.00
	E43	Salvage existing fire hydrant and re-install in new location	EA	3200.00
	E44	Repair pavement with cold mix asphalt	TON	150.00
	E45	Furnish and install 8" x 6" ductile iron fire hydrant tee	EA	535.00
	E46	Furnish and install 6" ductile iron pipe fire hydrant lead piping	EA	625.00
	E47	Furnish and install 8" x 6" fire hydrant or approved equal, including lead & FH valve	EA	4500.00
F. Sliplining With HDPE or FRP Rehabilitation				
	F1	6" HDPE IPS SDR 21 (0'- 8' deep)	LF	46.00
	F2	6" HDPE IPS SDR 21 (8'- 12' deep)	LF	50.60
	F3	6" HDPE IPS SDR 21 (12'- 16' deep)	LF	55.20

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	F4	8" HDPE IPS SDR 21 (0'- 8' deep)	LF	46.00
	F5	8" HDPE IPS SDR 21 (8'- 12' deep)	LF	50.60
	F6	8" HDPE IPS SDR 21 (12'- 16' deep)	LF	55.20
	F7	10" HDPE IPS SDR 21 (0'- 8' deep)	LF	50.60
	F8	10" HDPE IPS SDR 21 (8'- 12' deep)	LF	55.20
	F9	10" HDPE IPS SDR 21 (12'- 16' deep)	LF	59.80
	F10	12" HDPE IPS SDR 21 (0'- 8' deep)	LF	59.80
	F11	12" HDPE IPS SDR 21 (8'- 12' deep)	LF	64.40
	F12	12" HDPE IPS SDR 21 (12'- 16' deep)	LF	69.00
	F13	16" HDPE IPS SDR 21 (0'- 8' deep)	LF	69.00
	F14	16" HDPE IPS SDR 21 (8'- 12' deep)	LF	78.20
	F15	16" HDPE IPS SDR 21 (12'- 16' deep)	LF	92.00
	F16	18" HDPE IPS SDR 21 (0'- 8' deep)	LF	82.80
	F17	18" HDPE IPS SDR 21 (8'- 12' deep)	LF	92.00
	F18	18" HDPE IPS SDR 21 (12'- 16' deep)	LF	110.40
	F19	20" HDPE IPS SDR 21 (0'- 8' deep)	LF	110.40
	F20	20" HDPE IPS SDR 21 (8'- 12' deep)	LF	119.60
	F21	20" HDPE IPS SDR 21 (12'- 16' deep)	LF	133.40
	F22	24" HDPE IPS SDR 21 (0'- 8' deep)	LF	128.80
	F23	24" HDPE IPS SDR 21 (8'- 12' deep)	LF	138.00
	F24	24" HDPE IPS SDR 21 (12'- 16' deep)	LF	151.80
	F25	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	253.00
	F26	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	276.00
	F27	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	322.00
	F28	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	368.00
	F29	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	506.00
	F30	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	552.00
	F31	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	736.00
	F32	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	920.00
	F33	27" Installation of FRP or SRPCP segments <10lf joints	LF	303.60
	F34	30" Installation of FRP or SRPCP segments <10lf joints	LF	331.20
	F35	36" Installation of FRP or SRPCP segments <10lf joints	LF	386.40
	F36	42" Installation of FRP or SRPCP segments <10lf joints	LF	441.60
	F37	48" Installation of FRP or SRPCP segments <10lf joints	LF	607.20
	F38	54" Installation of FRP or SRPCP segments <10lf joints	LF	662.40
	F39	60" Installation of FRP or SRPCP segments <10lf joints	LF	883.20
	F40	72" Installation of FRP or SRPCP segments <10lf joints	LF	1104.00
	F41	27" Set-up for contiguous installations < 150 lf	LS	920.00
	F42	30" Set-up for contiguous installations < 150 lf	LS	1840.00
	F43	36" Set-up for contiguous installations < 150 lf	LS	1840.00
	F44	42" Set-up for contiguous installations < 150 lf	LS	1840.00
	F45	48" Set-up for contiguous installations < 150 lf	LS	1840.00
	F46	54" Set-up for contiguous installations < 150 lf	LS	1840.00
	F47	60" Set-up for contiguous installations < 150 lf	LS	1840.00
	F48	72" Set-up for contiguous installations < 150 lf	LS	1840.00
	F49	All Sizes Annular space grouting cement slurry base	CUFT	60.00
	F50	All Sizes Set-up for annular space grouting <100 cubic feet	LS	5000.00
	F51	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	LB	92.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
G. Manhole and Structure Rehabilitation				
	G1	Structure (Manhole) Rehabilitation and Corrosion Protection and Additional Associated Items.		
	G2	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland-based cementitious liner	VF	150.00
	G3	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland-based cementitious liner	VF	160.00
	G4	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland-based cementitious liner	VF	170.00
	G5	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	200.00
	G6	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	230.00
	G7	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	260.00
	G8	Manhole Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	300.00
	G9	Manhole Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	350.00
	G10	Manhole Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	400.00
	G11	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	VF	400.00
	G12	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	VF	450.00
	G13	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	VF	500.00
	G14	Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	600.00
	G15	Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	650.00
	G16	Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	700.00
	G17	Rebuild Bench and Invert	EA	1000.00
	G18	Lift / Pump Station Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G19	Lift / Pump Station Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G20	Lift / Pump Station Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G21	Lift / Pump Station Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G22	Lift / Pump Station Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G23	WWTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G24	WWTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G25	WWTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G26	WWTP Structure Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G27	WWTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G28	Vacuum Test Manhole (12" mainline or smaller)	EA	400.00
	G29	Holiday Test Manhole (Epoxy Only)	EA	400.00
	G30	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch cementitious	SQFT	35.00
	G31	Manhole Rehabilitation - Epoxy/Polyurea/or approved equal - (Standard 4-ft Diameter)	VF	400.00
	G32	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - Epoxy/Polyurea/or approved equal	SQFT	80.00
	G33	Manhole Rehabilitation - w/1 inch Geopolymer	VF	400.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	G34	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	SQFT	145.00
	G35	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	EA	1800.00
	G36	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	VF	400.00
	G37	All Sizes Installation of poured in place structure without forms remaining depth <10 vf	SQFT	90.00
	G38	All Sizes Installation of poured in place structure with forms remaining depth <10 vf	SQFT	90.00
	G39	All Sizes Installation of poured in place structure without forms remaining depth +10 vf <20 vf	SQFT	90.00
	G40	All Sizes Installation of poured in place structure with forms remaining depth +10 vf <20 vf	SQFT	90.00
	G41	All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf	SQFT	90.00
	G42	All Sizes Installation of poured in place structure with forms remaining depth +20 vf <40 vf	SQFT	90.00
	G43	All Sizes Set-up for install of poured in place MH structure <100 sq ft	LS	1380.00
	G44	All Sizes Installation of Manhole Chimney Seal	EA	552.00
	G45	New manhole frame and cover-24"	EA	850.00
	G46	New manhole frame and cover-32"	EA	1500.00
	G47	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-24"	EA	1600.00
	G48	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-32"	EA	1920.00
	G49	Adjust manhole frame and cover up to 1 Ft	EA	950.00
	G50	Adjust manhole frame and cover over 1 Ft	VF	500.00
	G51	Invert Installation, 4' Dia.	EACH	1400.00
	G52	Invert Installation, 5' Dia.	EACH	1500.00
	G53	Invert Installation, 6' Dia.	EACH	1700.00
	G54	Invert Installation, Other Configurations	SF	2500.00
	G55	MACP MH Inspections - Level 1	EA	125.00
	G56	MACP MH Inspections - Level 2	EA	225.00
	G57	MACP MH Inspections - w/ Lidar - Level 2	EA	275.00
	G58	MACP MH Inspections - Level 1 (Deliverable)	EA	20.00
	G59	MACP MH Inspections - Level 2 (Deliverable)	EA	125.00
	G60	MACP MH Inspections w/ Lidard - Level 2 (Deliverable)	EA	200.00
	G61	WTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or Approved Equal	SQFT	80.00
	G62	WTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyeurea	SQFT	175.00
	G63	WTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious Liner	SQFT	25.00
	G64	WTP Structure Rehabilitation - 1-inch Geopolymer Liner	SQFT	145.00
	G65	WTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G66	Assessment Technician (Engineering, Inspection, Etc.) - $300	HR	300.00
H. Excavation and Associated Items.				
	H1	6" - 8" Point repair (0'- 8' deep)	EA	4830.00
	H2	6" - 8" Point repair (8'- 12' deep)	EA	5520.00
	H3	6" - 8" Point repair (12'-16' deep)	EA	10350.00
	H4	10" - 12" Point repair (0'- 8' deep)	EA	5060.00
	H5	10" - 12" Point repair (8'- 12' deep)	EA	5750.00
	H6	10" - 12" Point repair (12'-16' deep)	EA	11500.00
	H7	15" - 18" Point repair (0'-8' deep)	EA	6900.00
	H8	15" - 18" Point repair (8'-12' deep)	EA	8050.00
	H9	15" - 18" Point repair (12'-16' deep)	EA	13800.00
	H10	21" - 24" Point repair (0'-8' deep)	EA	13800.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	H11	21" - 24" Point repair (8'-12' deep)	EA	16100.00
	H12	21" - 24" Point repair (12'-16' deep)	EA	20700.00
	H13	6" - 8" Point repair extra length over 10 linear feet	LF	89.70
	H14	10" - 12" Point repair extra length over 10 linear feet	LF	89.70
	H15	15" - 18" Point repair extra length over 10 linear feet	LF	138.00
	H16	21" - 24" Point repair extra length over 10 linear feet	LF	207.00
	H17	Obstruction Removal (0'- 12' deep)	EA	3450.00
	H18	Obstruction Removal (12'- 15' deep)	EA	5750.00
	H19	External reconnect (0'- 8' deep) up to 5 linear feet	EA	1265.00
	H20	External reconnect (8'- 12' deep) up to 5 linear feet	EA	1725.00
	H21	External reconnect (12'- 16' deep) up to 5 linear feet	EA	4025.00
	H22	External reconnect (16-20' deep) up to 5 linear feet	EA	9775.00
	H23	External reconnect (over 20' deep) up to 5 linear feet	EA	14375.00
	H24	Extra length service connection over 5 linear feet	LF	127.00
	H25	Remove and replace or install cleanout	EA	1840.00
	H26	New pipe installation by open cut 6" - 8" (0'- 8' deep)	LF	75.00
	H27	New pipe installation by open cut 6" - 8" (8'- 12' deep)	LF	80.00
	H28	New pipe installation by open cut 6" - 8" (12'-16' deep)	LF	105.00
	H29	New pipe installation by open cut 10" - 12" (0'- 8' deep)	LF	79.00
	H30	New pipe installation by open cut 10" - 12" (8'- 12' deep)	LF	86.00
	H31	New pipe installation by open cut 10" - 12" (12'-16' deep)	LF	115.00
	H32	New pipe installation by open cut 15" - 18" (0'-8' deep)	LF	125.00
	H33	New pipe installation by open cut 15" - 18" (8'-12' deep)	LF	145.00
	H34	New pipe installation by open cut 15" - 18" (12'-16' deep)	LF	165.00
	H35	New pipe installation by open cut 21" - 24" (0'-8' deep)	LF	145.00
	H36	New pipe installation by open cut 21" - 24" (8'-12' deep)	LF	165.00
	H37	New pipe installation by open cut 21" - 24" (12'-16' deep)	LF	185.00
	H38	Mobilization for open cut WO under 200' of pipe	EA	2500.00
	H39	Connection to existing manhole for open cut intallation	EA	2000.00
	H40	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	EA	3500.00
	H41	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	EA	3640.00
	H42	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	EA	3780.00
	H43	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	EA	4060.00
	H44	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	EA	4340.00
	H45	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	EA	4760.00
	H46	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	EA	5320.00
	H47	Access Pit (0'-8' deep)	EA	2875.00
	H48	Access Pit (8'-12' deep)	EA	4025.00
	H49	Access Pit (12'-16' deep)	EA	7475.00
	H50	Access Pit (16'-20' deep)	EA	9775.00
	H51	Access Pit (over 20' deep)	EA	15000.00
	H52	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	EA	2300.00
	H53	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	EA	2875.00
	H54	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	EA	4025.00
	H55	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	EA	7475.00
	H56	Trench safety (0-8' deep)	LF	5.75
	H57	Trench safety (8-12' deep)	LF	9.00
	H58	Trench safety (12-16' deep)	LF	20.00
	H59	Trench safety (16-20' deep)	LF	35.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	H60	Trench safety over 20' deep)	LF	100.00
	H61	Install New 4' DIA precast manhole 0' - 6' deep	EA	5980.00
	H62	Extra depth 4' DIA precast manhole over 6' deep	VF	633.00
	H63	Install New 5' DIA precast manhole 0' - 6' deep	EA	7820.00
	H64	Extra depth 5' DIA precast manhole over 6' deep	VF	863.00
	H65	Install New 6' DIA precast manhole 0' - 6' deep	EA	11270.00
	H66	Extra depth 6' DIA precast manhole over 6' deep	VF	1214.00
	H67	Install New 4' DIA fiberglass manhole 0' - 6' deep	EA	6325.00
	H68	Extra depth 4' DIA fiberglass manhole over 6' deep	VF	633.00
	H69	Install New 5' DIA fiberglass manhole 0' - 6' deep	EA	8050.00
	H70	Extra depth 5' DIA fiberglass manhole over 6' deep	VF	914.00
	H71	Install New 6' DIA fiberglass manhole 0' - 6' deep	EA	13800.00
	H72	Extra depth 6' DIA fiberglass manhole over 6' deep	VF	1214.00
	H73	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	EA	14375.00
	H74	Extra Depth Type B Structure, greater than 6' depth	VF	863.00
	H75	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	EA	14375.00
	H76	Extra Depth Type C Structure, greater than 6' depth	VF	863.00
	H77	Cement stabilized sand	TON	44.00
	H78	Granular backfill/Crushed Rock	TON	41.00
	H79	Flowable Fill	CY	167.00
	H80	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	EA	8625.00
	H81	Extra length dewatering over 20 linear feet	LF	100.00
	H82	Operation Maintain Well Points by the Day	DAY	978.00
	H83	Extra hand excavation	CY	144.00
I. Horizontal Directional Drilling (HDD)				
	I1	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	38.79
	I2	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	38.79
	I3	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	45.00
	I4	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	46.88
	I5	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	5.63
	I6	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	43.28
	I7	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	43.28
	I8	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	48.91
	I9	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	59.21
	I10	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	8.13
	I11	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	46.88
	I12	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	46.88
	I13	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	50.68
	I14	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	70.31
	I15	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	13.75
	I16	15"-18" Installation of pipe clay ground conditions (pipe cost excluded	IN/DIA/LF	160.71
	I17	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	160.71
	I18	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded	IN/DIA/LF	208.34
	I19	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	225.00
	I20	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	26.04
	I21	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	187.50
	I22	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded	IN/DIA/LF	187.50
	I23	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	255.69

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	I24	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	312.50
	I25	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 ps	IN/DIA/LF	31.96
	I26	Access Pit for Directional Drill (0'-8' deep)	EA	1106.25
	I27	Access Pit for Directional Drill (8'-12' deep)	EA	1666.25
	I28	Access Pit for Directional Drill (12'-16' deep)	EA	2962.50
	I29	Access Pit for Directional Drill (16'-20' deep)	EA	5556.25
	I30	2"-4" Set-up for contiguous lengths <150 lf	LS	3625.00
	I31	6"-8" Set-up for contiguous lengths <150 lf	LS	3625.00
	I32	10"-12" Set-up for contiguous lengths <150 lf	LS	3625.00
	I33	15"-18" Set-up for contiguous lengths <150 lf	LS	3625.00
	I34	21"-24" Set-up for contiguous lengths <150 lf	LS	3625.00
	I35	27"-36" Set-up for contiguous lengths <150 lf	LS	3625.00
J. Bypass Pumping for Gravity Pipe and Associated Items.				
	J1	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	EA	2559.00
	J2	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	EA	4800.00
	J3	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	EA	11000.00
	J4	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	EA	17400.00
	J5	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	EA	27000.00
	J6	Additional Length 8" Bypass Discharge Line over 1000 feet	LF	36.00
	J7	Additional Length 10" Bypass Discharge Line over 1000 feet	LF	48.00
	J8	Additional Length 12" Bypass Discharge Line over 1000 feet	LF	88.00
	J9	Additional Length 18" Bypass Discharge Line over 1000 feet	LF	132.00
	J10	Operate 4" pumping System per pump	DAY	500.00
	J11	Operate 6" pumping System per pump	DAY	2880.00
	J12	Operate 8" pumping System per pump	DAY	5640.00
	J13	Operate 12" pumping System per pump	DAY	8840.00
	J14	Operate 18" pumping System per pump	DAY	17760.00
	J15	Bypass - Driveway Ramp (Setup, Operate, Maintain)	DAY	3000.00
	J16	Bypass - Street Ramp (Setup, Operate, Maintain)	DAY	3000.00
	J17	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	LF	92.00
	J18	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	LF	92.00
	J19	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	LF	92.00
	J20	PIPE FUSION MACHINE 6"-18"	DAY	625.00
	J21	PIPE FUSION MACHINE 4" - 12"	DAY	550.00
	J22	PUMP 3" SELF PRIME - DIESEL	DAY	87.50
	J23	PUMP 3" VENTURI PRIME - DIESEL	DAY	106.00
	J24	PUMP 4" VAC ASSIST - DIESEL	DAY	148.00
	J25	PUMP 4" DBA-SILENCER VAC ASSIST - DIESEL	DAY	153.00
	J26	PUMP 6" VAC ASSIST - DIESEL	DAY	163.00
	J27	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL	DAY	191.00
	J28	PUMP 8" VENTURI PRIME - DIESEL	DAY	258.00
	J29	PUMP 8" SUPER VENTURI PRIME - DIESEL	DAY	258.00
	J30	PUMP 8" SUPER VAC ASSIST - DIESEL	DAY	258.00
	J31	PUMP 8" SUPER VAC ASSIST - DIESEL	DAY	450.00
	J32	PUMP 12" VENTURI PRIME - DIESEL	DAY	430.00
	J33	PUMP 12" VAC ASSIST - DIESEL	DAY	430.00
	J34	PUMP 12" DBA-SILENCER VAC ASSIST - DSL	DAY	600.00
	J35	PUMP 12" SUPERVAC ASSIST - DIESEL	DAY	430.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J36	PUMP 12"DBA-SILNCER SUPER VAC ASSIST-DSL	DAY	600.00
	J37	PUMP 14" VAC ASSIST - DIESEL	DAY	758.00
	J38	PUMP 18" VAC ASSIST - DIESEL	DAY	1225.00
	J39	PUMP 18" DBA-SILENCER VAC ASSIST - DSL	DAY	875.00
	J40	PUMP 10X8 VAC ASSIST - DIESEL	DAY	438.00
	J41	PUMP 10X8 DBA-SILENCER VAC ASSIST-DIESEL	DAY	625.00
	J42	PUMP 1" TO 1.5" AOD - POLY	DAY	67.00
	J43	PUMP 2" AOD - ALUMINUM	DAY	47.00
	J44	PUMP 2" AOD - STAINLESS	DAY	95.00
	J45	PUMP 2" AOD - POLY	DAY	116.00
	J46	PUMP 3" AOD - ALUMINUM	DAY	53.00
	J47	PUMP 3" AOD - STAINLESS	DAY	116.00
	J48	PUMP 2" TRASH	DAY	75.00
	J49	PUMP 3" TRASH	DAY	106.00
	J50	PUMP 4" TRASH	DAY	147.00
	J51	PUMP 4" HYDRAULIC HEAD - VORTEX	DAY	125.00
	J52	4" HYDRAULIC PUMP HEAD - CAST IRON	DAY	125.00
	J53	4" HYDRAULIC PUMP HEAD - SLUDGE	DAY	125.00
	J54	6" HYDRAULIC PUMP HEAD - CAST IRON	DAY	150.00
	J55	6" HYDRAULIC PUMP HEAD - STAINLESS	DAY	150.00
	J56	6" HYDRAULIC PUMP HEAD - SLUDGE	DAY	150.00
	J57	8" HYDRAULIC PUMP HEAD - CAST IRON	DAY	188.00
	J58	12" HYDRAULIC PUMP HEAD - CAST IRON	DAY	250.00
	J59	25HP HYDRAULIC POWER UNIT	DAY	188.00
	J60	65HP HYDRAULIC POWER UNIT	DAY	250.00
	J61	150HP HYDRAULIC POWER UNIT	DAY	584.00
	J62	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	DAY	250.00
	J63	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	DAY	375.00
	J64	GATE VALVE 6" AND UNDER STAINLESS STEEL	DAY	20.00
	J65	GATE VALVE 8"	DAY	19.00
	J66	GATE VALVE 8" STAINLESS STEEL	DAY	38.00
	J67	GATE VALVE 12"	DAY	7.00
	J68	GATE VALVE 12" STAINLESS STEEL	DAY	28.00
	J69	GATE VALVE 14"	DAY	20.00
	J70	18" KNIFE GATE VALVE	DAY	185.00
	J71	GATE VALVE 12"	DAY	7.00
	J72	4" CHECK VALVE	DAY	16.00
	J73	12" CHECK VALVE	DAY	47.00
	J74	STANDALONE PUMP MANIFOLD	DAY	188.00
	J75	HOSE 2X20 PVC SUCTION - CAMLOCK	DAY	12.00
	J76	HOSE 2X20 RUBBER SUCTION - CAMLOCK	DAY	12.00
	J77	HOSE 2X50 RUBBER DISCHARGE - CAMLOCK	DAY	12.00
	J78	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	9.00
	J79	HOSE 3X20 PVC SUCTION - CAMLOCK	DAY	33.00
	J80	HOSE 3X20 TANK TRUCK - CAMLOCK	DAY	33.00
	J81	HOSE 3X20 RUBBER SUCTION - CAMLOCK	DAY	33.00
	J82	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	10.00
	J83	HOSE 4X10 RUBBER SUCTION - QC	DAY	19.00
	J84	HOSE 4X20 PVC SUCTION - CAMLOCK	DAY	14.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J85	HOSE 4X20 KANAFLEX SUCTION - CAMLOCK	DAY	24.00
	J86	HOSE 4X20 OSD - FLANGED	DAY	31.00
	J87	HOSE 4X20 TANK TRUCK - FLANGED	DAY	31.00
	J88	HOSE 4X20 TANK TRUCK - CAMLOCK	DAY	24.00
	J89	HOSE 4X20 RUBBER SUCTION - CAMLOCK	DAY	24.00
	J90	HOSE 4X20 RUBBER SUCTION - QC	DAY	24.00
	J91	HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	24.00
	J92	HOSE 4X50 LAYFLAT DISCHARGE - QC	DAY	24.00
	J93	HOSE 4X50 RUBBER DISCHARGE - CAMLOCK	DAY	24.00
	J94	HOSE 6X10 RUBBER SUCTION - CAMLOCK	DAY	24.00
	J95	HOSE 6X10 RUBBER SUCTION - QC	DAY	24.00
	J96	HOSE 6X20 PVC SUCTION - CAMLOCK	DAY	24.00
	J97	HOSE 6X20 KANAFLEX SUCTION - CAMLOCK	DAY	44.00
	J98	HOSE 6X20 KANAFLEX SUCTION - QC	DAY	44.00
	J99	HOSE 6X20 COMPOSITE OSD - FLANGED	DAY	44.00
	J100	HOSE 6X20 OSD - FLANGED	DAY	44.00
	J101	HOSE 6X20 TANK TRUCK - CAMLOCK	DAY	44.00
	J102	HOSE 6X20 RUBBER SUCTION - CAMLOCK	DAY	44.00
	J103	HOSE 6X20 RUBBER SUCTION - QC	DAY	44.00
	J104	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	44.00
	J105	HOSE 6X50 LAYFLAT DISCHARGE - QC	DAY	44.00
	J106	HOSE 6X50 RUBBER DISCHARGE - CAMLOCK	DAY	44.00
	J107	HOSE 8X10 KANAFLEX SUCTION - QC	DAY	75.00
	J108	HOSE 8X10 RUBBER SUCTION - QC	DAY	50.00
	J109	HOSE 8X20 KANAFLEX SUCTION - CAMLOCK	DAY	50.00
	J110	HOSE 8X20 KANAFLEX SUCTION - QC	DAY	50.00
	J111	HOSE 8X20 COMPOSITE OSD - FLANGED	DAY	50.00
	J112	HOSE 8X20 OSD - FLANGED	DAY	50.00
	J113	HOSE 8X20 RUBBER SUCTION - QC	DAY	50.00
	J114	HOSE 8X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	50.00
	J115	HOSE 8X50 LAYFLAT DISCHARGE - QC	DAY	50.00
	J116	HOSE 8X50 RUBBER DISCHARGE - QC	DAY	50.00
	J117	HOSE 10X20 OSD - FLANGED	DAY	57.00
	J118	HOSE 12X10 STAINLESS - FLANGED	DAY	125.00
	J119	HOSE 12X10 OSD - FLANGED	DAY	83.00
	J120	HOSE 12X10 RUBBER SUCTION - FLANGED	DAY	83.00
	J121	HOSE 12X10 RUBBER SUCTION - QC	DAY	83.00
	J122	HOSE 12X20 OSD - FLANGED	DAY	75.00
	J123	HOSE 12X20 RUBBER SUCTION - QC	DAY	83.00
	J124	HOSE 12X25 OSD - FLANGED	DAY	74.00
	J125	HOSE 12X25 OSD DISCHARGE - FLANGED	DAY	74.00
	J126	HOSE 12X30 OSD DISCHARGE - FLANGED	DAY	148.00
	J127	HOSE 14X10 OSD - FLANGED	DAY	148.00
	J128	HOSE 14X20 OSD - FLANGED	DAY	144.00
	J129	6 X 6 CONTAINMENT BERM	DAY	63.00
	J130	8" 45 DEGREE QC ELBOW FITTING	DAY	19.00
	J131	8" 90 DEGREE BAUER FITTING	DAY	19.00
	J132	1 X 50 HYD HOSE	DAY	113.00
	J133	1-1/4 X 50 HYDRAULIC HOSE	DAY	113.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J134	FLANGED REDUCERS (ALL SIZES)	DAY	13.00
	J135	Y'S	DAY	7.00
	J136	T'S	DAY	13.00
	J137	STRAINERS (ALL SIZES)	DAY	7.00
	J138	BUTTERFLY VALVES	DAY	19.00
	J139	90'S	DAY	25.00
	J140	45'S	DAY	25.00
	J141	4" ISOLATION VALVE	DAY	19.00
	J142	GATE VALVE 6" AND UNDER	DAY	17.00
	J143	12" HDPE 90	DAY	19.00
	J144	SUCTION/DISCHARGE MANIFOLD	DAY	125.00
	J145	12 X 12 CONTAINMENT BERM	DAY	125.00
	J146	12"-18" PIPE PLUG	DAY	51.00
	J147	4 X 10 BAUER PIPE	DAY	19.00
	J148	6 X 10 BAUER PIPE	DAY	19.00
	J149	6 X 20 BAUER PIPE	DAY	25.00
	J150	8 X 10 BAUER PIPE	DAY	25.00
	J151	8 X 20 BAUER PIPE	DAY	25.00
	J152	10' BRIDGE STYLE ROAD CROSSING	DAY	375.00
	J153	12" ROAD CROSSING	DAY	73.00
	J154	12" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J155	8" ROAD CROSSING	DAY	125.00
	J156	10" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J157	12" ROAD CROSSING	DAY	125.00
	J158	12" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J159	18" ROAD CROSSING	DAY	188.00
	J160	12 X 10 TYPE A BAUER PIPE	DAY	25.00
	J161	JET ROD	DAY	89.00
	J162	15" - 30" PIPE PLUG	DAY	89.00
	J163	WELLPOINT RISER	DAY	5.00
	J164	SWING ARM ASSEMBLY	DAY	5.00
	J165	8" WELLPOINT HEADER PVC	DAY	25.00
	J166	8" SCHEDULE 40 PVC 90	DAY	12.00
	J167	8" SCHEDULE 40 PVC TEE	DAY	12.00
	J168	6X20 WELLPOINT HEADER PIPE	DAY	19.00
	J169	6" - 20" FUSION MACHINE	DAY	625.00
	J170	8" HDPE PIPE DR17	LF	5.00
	J171	12X8 HDPE REDUCER	DAY	13.00
	J172	12" HDPE PIPE SDR 17	LF	5.00
	J173	12" HDPE PIPE SDR 26	LF	5.00
	J174	14" HDPE 14 X 12 REDUCER	DAY	8.00
	J175	18X12 HDPE REDUCER	DAY	8.00
	J176	18" HDPE 90	DAY	8.00
	J177	18" HDPE SDR 32.5	DAY	3.00
	J178	18" HDPE FLG W/BACKUP RING	DAY	8.00
	J179	18" HDPE 45 BEND	DAY	8.00
	J180	18" KNIFE VALVE	DAY	63.00
	J181	HDPE 45'S	DAY	3.00
	J182	HDPE 90'S	DAY	3.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J183	18" HDPE PIPE DR17	LF	5.00
	J184	24" - 48" PIPE PLUG	DAY	160.00
	J185	8" PIPE PLUG	DAY	20.00
	J186	10" PIPE PLUG	DAY	24.00
	J187	12" PIPE PLUG	DAY	27.00
	J188	36" - 60" PIPE PLUG	DAY	297.00
	J189	12" FLNG TEE FLOAT HDPE	DAY	7.00
	J190	18 HDPE FLOATING TEE SUCTION	DAY	10.00
	J191	18" X 4" SADDLE	DAY	19.00
	J192	4" QC 45 BEND	DAY	7.00
	J193	4" QC 90 BEND	DAY	7.00
	J194	END CAP 6"	DAY	7.00
	J195	6" QC FLG X SOCKET	DAY	5.00
	J196	6" QC TEE	DAY	3.00
	J197	6" QC 45 BEND	DAY	5.00
	J198	16" HDPE PIPE	DAY	3.00
	J199	6" QC 90 BEND	DAY	5.00
	J200	8" QC FLG X SOCKET	DAY	3.00
	J201	8X12 QC ENLARGER	DAY	5.00
	J202	8"QC MPT X BALL	DAY	5.00
	J203	8 X 6 QC REDUCER	DAY	5.00
	J204	8" QC STRAINER	DAY	7.00
	J205	8" QC TEE	DAY	3.00
	J206	8" QC 45 BEND	DAY	3.00
	J207	8" QC FLG X BALL	DAY	15.00
	J208	8" QC 90 BEND	DAY	3.00
	J209	FLOAT SWITCH	DAY	9.00
	J210	8 X 20 QCP PIPE DR26	DAY	25.00
	J211	12" QC 90	DAY	5.00
	J212	12" QC 45	DAY	5.00
	J213	FITTING ELBOW 4" 90 DEGREES	DAY	7.00
	J214	FITTING ELBOW 8" 90 DEGREES	DAY	19.00
	J215	PUMP HYDROSTATIC TEST 10K PSI AIR	DAY	43.00
	J216	PUMP HYDROSTATIC TEST 8K PSI	DAY	59.00
	J217	HOSE 8' PUMP HYDROSTATIC TEST	DAY	73.00
	J218	PUMP WATCH PER 8 HOUR SHIFT	8HR	2000.00
	J219	HYDROSTATIC TESTING OF PIPING	HOUR	400.00
	J220	24 HOUR SYSTEM TEST	HOUR	400.00
	J221	TEAR DOWN 4" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	2400.00
	J222	TEAR DOWN 6" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	3000.00
	J223	TEAR DOWN 8" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	4300.00
	J224	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	4200.00
	J225	TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	5500.00
	J226	TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES)	DAY	1500.00
K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems				
	K1	6" Installation of Pressure Pipe Lining (Potable)	LF	360.00
	K2	8" Installation of Pressure Pipe Lining (Potable)	LF	405.00
	K3	10" Installation of Pressure Pipe Lining (Potable)	LF	465.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	K4	12" Installation of Pressure Pipe Lining (Potable)	LF	516.00
	K5	15" Installation of Pressure Pipe Lining (Potable)	LF	585.00
	K6	18" Installation of Pressure Pipe Lining (Potable)	LF	705.00
	K7	21" Installation of Pressure Pipe Lining (Potable)	LF	786.00
	K8	24" Installation of Pressure Pipe Lining (Potable)	LF	879.00
	K9	27" Installation of Pressure Pipe Lining (Potable)	LF	960.00
	K10	30" Installation of Pressure Pipe Lining (Potable)	LF	1185.00
	K11	33" Installation of Pressure Pipe Lining (Potable)	LF	1380.00
	K12	36" Installation of Pressure Pipe Lining (Potable)	LF	1518.00
	K13	39" Installation of Pressure Pipe Lining (Potable)	LF	1746.00
	K14	42" Installation of Pressure Pipe Lining (Potable)	LF	2070.00
	K15	48" Installation of Pressure Pipe Lining (Potable)	LF	2760.00
	K16	54" Installation of Pressure Pipe Lining (Potable)	LF	3300.00
	K17	6" Reinforced Pressure Pipe Lining (Non-Potable)	LF	270.00
	K18	8" Reinforced Pressure Pipe Lining (Non-Potable)	LF	330.00
	K19	10" Reinforced Pressure Pipe Lining (Non-Potable)	LF	390.00
	K20	12" Reinforced Pressure Pipe Lining (Non-Potable)	LF	450.00
	K21	15" Reinforced Pressure Pipe Lining (Non-Potable)	LF	510.00
	K22	18" Reinforced Pressure Pipe Lining (Non-Potable)	LF	630.00
	K23	21" Reinforced Pressure Pipe Lining (Non-Potable)	LF	696.00
	K24	24" Reinforced Pressure Pipe Lining (Non-Potable)	LF	855.00
	K25	27" Reinforced Pressure Pipe Lining (Non-Potable)	LF	960.00
	K26	30" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1095.00
	K27	33" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1290.00
	K28	36" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1518.00
	K29	39" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1665.00
	K30	42" Reinforced Pressure Pipe Lining (Non-Potable)	LF	2010.00
	K31	48" Reinforced Pressure Pipe Lining (Non-Potable)	LF	2700.00
	K32	54" Reinforced Pressure Pipe Lining (Non-Potable)	LF	3000.00
	K33	6" Installation of End Seal	EA	4140.00
	K34	8" Installation of End Seal	EA	4140.00
	K35	10" Installation of End Seal	EA	4140.00
	K36	12" Installation of End Seal	EA	4140.00
	K37	15" Installation of End Seal	EA	5520.00
	K38	18" Installation of End Seal	EA	6900.00
	K39	21" Installation of End Seal	EA	6900.00
	K40	24" Installation of End Seal	EA	8280.00
	K41	27" Installation of End Seal	EA	8280.00
	K42	30" Installation of End Seal	EA	8280.00
	K43	33" Installation of End Seal	EA	9660.00
	K44	36" Installation of End Seal	EA	9660.00
	K45	39" Installation of End Seal	EA	11040.00
	K46	42" Installation of End Seal	EA	11040.00
	K47	48" Installation of End Seal	EA	13800.00
	K48	54" Installation of End Seal	EA	13800.00
	K49	6"to 12" System set-up charge (<150 lf)	EA	4140.00
	K50	15" to 21" System set-up charge (<150 lf)	EA	4140.00
	K51	24" to 33" System set-up charge (<150 lf)	EA	4140.00
	K52	36" to 54" System set-up charge (<150 lf)	EA	4140.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
L. Pressure Pipeline Bypass				
	L1	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	LF	110.40
	L2	Connection of each service from 2"- 4" AWWA approved bypass	EA	1269.60
	L3	Operation of 2"- 4" AWWA approved bypass	Day	2760.00
	L4	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	LF	138.00
	L5	Connection of each service from 6"- 8" AWWA approved bypass	EA	1407.60
	L6	Operation of 6"- 8" AWWA approved bypass	Day	3312.00
	L7	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	LF	165.60
	L8	Connection of each service from 10"- 12" AWWA approved bypass	EA	1725.00
	L9	Operation of 10"- 12" AWWA approved bypass	Day	5520.00
	L10	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	LF	414.00
	L11	Connection of each service from 13"- 19" AWWA approved bypass	EA	1794.00
	L12	Operation of 13"- 19" AWWA approved bypass	Day	6900.00
	L13	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	EA	552.00
	L14	Connection of each service from 20"- 24" AWWA approved bypass	EA	2760.00
	L15	Operation of 20"- 24" AWWA approved bypass	Day	6900.00
	L16	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	LF	966.00
	L17	Connection of each service from 25"- 30" AWWA approved bypass	EA	2760.00
	L18	Operation of 25"- 30" AWWA approved bypass	Day	8280.00
	L19	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	LF	1242.00
	L20	Connection of each service from 31"- 37" AWWA approved bypass	EA	2760.00
	L21	Operation of 31"- 37" AWWA approved bypass	Day	8280.00
	L22	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	LF	1656.00
	L23	Connection of each service from 38"- 48" AWWA approved bypass	EA	2760.00
	L24	Operation of 38"- 48" AWWA approved bypass	Day	8280.00
	L25	Annual Generator Maintenance	EA	5000.00
M. Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning				
	M1	6" Cleaning with pressure propelled pigs	LF	27.60
	M2	8" Cleaning with pressure propelled pigs	LF	27.60
	M3	10" Cleaning with pressure propelled pigs	LF	27.60
	M4	12" Cleaning with pressure propelled pigs	LF	27.60
	M5	15" Cleaning with pressure propelled pigs	LF	41.40
	M6	18" Cleaning with pressure propelled pigs	LF	41.40
	M7	21" Cleaning with pressure propelled pigs	LF	41.40
	M8	24" Cleaning with pressure propelled pigs	LF	55.20
	M9	27" Cleaning with pressure propelled pigs	LF	55.20
	M10	30" Cleaning with pressure propelled pigs	LF	55.20
	M11	33" Cleaning with pressure propelled pigs	LF	55.20
	M12	36" Cleaning with pressure propelled pigs	LF	110.40
	M13	42" Cleaning with pressure propelled pigs	LF	110.40
	M14	48" Cleaning with pressure propelled pigs	LF	110.40
	M15	54" Cleaning with pressure propelled pigs	LF	110.40
	M16	6" Cleaning with scrapers or other attached tools	LF	41.40
	M17	8" Cleaning with scrapers or other attached tools	LF	41.40
	M18	10" Cleaning with scrapers or other attached tools	LF	41.40
	M19	12" Cleaning with scrapers or other attached tools	LF	41.40
	M20	15" Cleaning with scrapers or other attached tools	LF	55.20

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	M21	18" Cleaning with scrapers or other attached tools	LF	55.20
	M22	21" Cleaning with scrapers or other attached tools	LF	55.20
	M23	24" Cleaning with scrapers or other attached tools	LF	69.00
	M24	27" Cleaning with scrapers or other attached tools	LF	69.00
	M25	30" Cleaning with scrapers or other attached tools	LF	69.00
	M26	33" Cleaning with scrapers or other attached tools	LF	96.60
	M27	36" Cleaning with scrapers or other attached tools	LF	96.60
	M28	42" Cleaning with scrapers or other attached tools	LF	110.40
	M29	48" Cleaning with scrapers or other attached tools	LF	138.00
	M30	54" Cleaning with scrapers or other attached tools	LF	165.60
	M31	6" Pressure pipe inspection	LF	11.04
	M32	8" Pressure pipe inspection	LF	11.04
	M33	10" Pressure pipe inspection	LF	13.80
	M34	12" Pressure pipe inspection	LF	13.80
	M35	15" Pressure pipe inspection	LF	13.80
	M36	18" Pressure pipe inspection	LF	19.32
	M37	21" Pressure pipe inspection	LF	19.32
	M38	24" Pressure pipe inspection	LF	19.32
	M39	27" Pressure pipe inspection	LF	19.32
	M40	30" Pressure pipe inspection	LF	19.32
	M41	33" Pressure pipe inspection	LF	19.32
	M42	36" Pressure pipe inspection	LF	22.08
	M43	42" Pressure pipe inspection	LF	22.08
	M44	48" Pressure pipe inspection	LF	27.60
	M45	54" Pressure pipe inspection	LF	41.40
	M46	Tuberculation Removal (Pressure & Gravity Pipelines)	LF	40.00
N. Restoration and Associated Items				
	N1	Saw Cutting up to 8" depth	LF	9.00
	N2	Saw Cutting over 8" depth	LF	12.00
	N3	Repair/Rehab 2" Asphalt pavement	SY	52.00
	N4	Repair/Rehab 8" Flex base	SY	46.00
	N5	Repair/Rehab 8" Concrete pavement	SY	173.00
	N6	Repair/Rehab 6" Concrete driveway	SY	121.00
	N7	Repair/Rehab 4" Concrete sidewalk	SY	98.00
	N8	Repair/Rehab Concrete curb and gutter	LF	29.00
	N9	Sodding	SY	29.00
	N10	Repair/Rehab chain link fence with new	LF	25.00
	N11	Repair/Rehab wooden fence with new	LF	29.00
	N12	TOPSOIL COMPLETE	CY	41.00
	N13	SANDING COMPLETE	CY	41.00
	N14	MULCH COMPLETE	CY	41.00
	N15	STRAW BALE BARRIER	LF	20.00
	N16	TREE REPLACEMENT: HARDWOODS, 2”	EACH	863.00
	N17	TREE REPLACEMENT: PINES, 2”	EACH	863.00
	N18	SHRUB REPLACEMENT: 1 GALLON	EACH	40.00
	N19	SHRUB REPLACEMENT: 3 GALLON	EACH	63.00
	N20	SHRUB REPLACEMENT: 5 GALLON	EACH	82.00
	N21	SHRUB REPLACEMENT: 7 GALLON	EACH	122.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	N22	BEDDING FLOWERS: PER FLAT OF 18	EACH	575.00
	N23	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	SY	260.00
	N24	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	SY	260.00
	N25	STONE GROUTED RIP RAP - 12" INSTALLED	SY	288.00
	N26	SILT FENCE TYPE A, COMPLETE	LF	12.00
	N27	SILT FENCE TYPE C, COMPLETE	LF	8.00
	N28	ORANGE BARRIER FENCE	LF	6.00
	N29	HAY BALES COMPLETE	EACH	160.00
	N30	PLASTIC FILTER FABRIC INSTALLED	SY	10.00
	N31	PERMANENT SOIL REINF MAT INSTALLED	SF	125.00
O. Additional Labor Rates and Traffic Control				
	O1	SUPERINTENDENT - REGULAR	HR	35.00
	O2	FOREMAN - REGULAR	HR	30.00
	O3	LABORER - REGULAR	HR	20.00
	O4	TRUCK DRIVER - REGULAR	HR	24.00
	O5	UTILITY - REGULAR	HR	20.00
	O6	SUPERINTENDENT - OVER TIME	HR	65.00
	O7	FOREMAN - OVER TIME	HR	60.00
	O8	LABORER - OVER TIME	HR	32.00
	O9	TRUCK DRIVER - OVER TIME	HR	42.00
	O10	UTILITY - OVERTIME	HR	40.00
	O11	Barricades, Signs, and Traffic Handling (per setup)	EA	3500.00
	O12	Traffic Control Plan (per setup)	EA	2500.00
	O13	Flagmen	HR	40.00
	O14	Uniformed Officers	HR	65.00
	O15	SWPPP	EA	2500.00
	O16	Service Tech	HR	200.00
	O17	Holiday Pay	HR	300.00
P. Crew Travel & Mobilization				
	P1	Travel and Mobilization- TML Region 2 (Amarillo)	EA	8970.00
	P2	Travel and Mobilization- TML Region 3 (Caprock-Lubbock)	EA	8970.00
	P3	Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa)	EA	8970.00
	P4	Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls)	EA	5980.00
	P5	Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene)	EA	4784.00
	P6	Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	EA	4784.00
	P7	Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth)	EA	3250.00
	P8	Travel and Mobilization- TML Region 9 (Heart of Texas-Waco)	EA	4784.00
	P9	Travel and Mobilization- TML Region 10 (Highland Lakes-Austin)	EA	3250.00
	P10	Travel and Mobilization- TML Region 11(Coastal Bend-Corpus Christi)	EA	8970.00
	P11	Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	EA	11960.00
	P12	Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	EA	3250.00
	P13	Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	EA	3250.00
	P14	Travel and Mobilization- TML Region 15 (Tyler-Longview)	EA	4784.00
	P15	Travel and Mobilization- TML Region 16 (Golden Pine & Oil-Beaumont)	EA	4784.00
	P16	Travel and Mobilization - Oklahoma	EA	13000.00
	P17	Travel and Mobilization - Louisiana	EA	9750.00
	P18	Travel and Mobilization - Colorado	EA	20000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	P19	Travel and Mobilization - Arkansas	EA	20000.00
	P20	Travel and Mobilization - Missouri	EA	20000.00
	P21	Travel and Mobilization - Kansas	EA	20000.00
	P22	Travel and Mobilization - Emergency Mobilization	EA	10000.00
	P23	Travel and Mobilization - Rehab of Less Than 100 Ft	EA	25000.00
	P24	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	EA	20000.00
	P25	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	EA	15000.00
	P26	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	EA	10000.00
	P27	Travel and Mobilization - Alabama	EA	20000.00
	P28	Travel and Mobilization - Alaska	EA	100000.00
	P29	Travel and Mobilization - Arizona	EA	35000.00
	P30	Travel and Mobilization - Arkansas	EA	20000.00
	P31	Travel and Mobilization - California	EA	45000.00
	P32	Travel and Mobilization - Colorado	EA	30000.00
	P33	Travel and Mobilization - Connecticut	EA	50000.00
	P34	Travel and Mobilization - Delware	EA	50000.00
	P35	Travel and Mobilization - Florida	EA	30000.00
	P36	Travel and Mobilization - Georgia	EA	35000.00
	P37	Travel and Mobilization - Hawaii	EA	300000.00
	P38	Travel and Mobilization - Idaho	EA	45000.00
	P39	Travel and Mobilization - Illinois	EA	30000.00
	P40	Travel and Mobilization - Indiana	EA	30000.00
	P41	Travel and Mobilization - Iowa	EA	30000.00
	P42	Travel and Mobilization - Kansas	EA	30000.00
	P43	Travel and Mobilization - Kentucky	EA	30000.00
	P44	Travel and Mobilization - Louisiana	EA	20000.00
	P45	Travel and Mobilization - Maine	EA	50000.00
	P46	Travel and Mobilization - Maryland	EA	30000.00
	P47	Travel and Mobilization - Massachusetts	EA	30000.00
	P48	Travel and Mobilization - Michigan	EA	30000.00
	P49	Travel and Mobilization - Minnesota	EA	30000.00
	P50	Travel and Mobilization - Mississippi	EA	20000.00
	P51	Travel and Mobilization - Montana	EA	30000.00
	P52	Travel and Mobilization - Nebraska	EA	30000.00
	P53	Travel and Mobilization - Nevada	EA	45000.00
	P54	Travel and Mobilization - New Hampshire	EA	45000.00
	P55	Travel and Mobilization - New Jersey	EA	50000.00
	P56	Travel and Mobilization - New Mexico	EA	40000.00
	P57	Travel and Mobilization - New York	EA	45000.00
	P58	Travel and Mobilization - North Carolina	EA	30000.00
	P59	Travel and Mobilization - North Dakota	EA	40000.00
	P60	Travel and Mobilization - Ohio	EA	40000.00
	P61	Travel and Mobilization - Oklahoma	EA	15000.00
	P62	Travel and Mobilization - Oregon	EA	45000.00
	P63	Travel and Mobilization - Pennsylvania	EA	40000.00
	P64	Travel and Mobilization - Rhode Island	EA	45000.00
	P65	Travel and Mobilization - South Carolina	EA	30000.00
	P66	Travel and Mobilization - South Dakota	EA	40000.00
	P67	Travel and Mobilization - Tennessee	EA	30000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	P68	Travel and Mobilization - Utah	EA	30000.00
	P69	Travel and Mobilization - Vermont	EA	40000.00
	P70	Travel and Mobilization - Virginia	EA	40000.00
	P71	Travel and Mobilization - Washington	EA	50000.00
	P72	Travel and Mobilization - West Varginia	EA	30000.00
	P73	Travel and Mobilization - Wisconsin	EA	40000.00
	P74	Travel and Mobilization - Wyoming	EA	40000.00
	P75	Travel and Mobilization - Emergency Mobilization	EA	10000.00
	P76	Travel and Mobilization - Rehab of Less Than 100 Ft	EA	25000.00
	P77	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	EA	20000.00
	P78	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	EA	15000.00
	P79	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	EA	10000.00

FORM E - Products and Services Offerings (Tab B)				
Offer Name:	**Vortex Companies, LLC**			
Invitation No.	**TP07-18 Trenchless Pipeline Rehabilitation Services**			
Section	**Item No.**	**Full Description**	**UNITS**	**PRICE**
AA. Quadex Lining Sytem Equipment				
	AA1	Quadex Lining System Rig	EA	325000.00
	AA2	Quadex SprayMaster Manhole Lining Equipment	EA	75000.00
	AA3	Quadex SpinMaster Robotic SpinCasting Equipment	EA	12000.00
	AA4	QM-1s Restore Pallet (56 bags) 60# bags	EA	1400.00
	AA5	Aluminliner Pallet (56 bags) 60# bags	EA	1960.00
	AA6	Aluminliner PF Pallet (56 bags) 60# bags	EA	2240.00
	AA7	Quad Plug Pallet (36 pails) 50# pail	EA	2240.00
	AA8	Hyperform Pallet (56 bags) 60# bags	EA	2240.00
	AA9	GeoKrete Pallet (56 bags) 60# bags	EA	3080.00
BB. Robots and Cameras				
	BB1	DT640 MAG Underwater ROV Robot - magnetic wheels (DEEP TREKKER)	EA	16497.8
	BB2	DT640 STD Underwater ROV Robot (DEEP TREKKER)	EA	13747.8
	BB3	DTG2 STARTER PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	4288.9
	BB4	DTG2 PRO PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	5388.9
	BB5	DTG2 SMART PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	8578.9
	BB6	DTG2 WORKER PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	10448.9
	BB7	DTPOD 150 BASE SYSTEM - surveillance and monitoring camera (DEEP TREKKER)	EA	2418.9
	BB8	DTPOD 300 BASE SYSTEM - surveillance and monitoring camera (DEEP TREKKER)	EA	5498.9
	BB9	DT340L PIPE CRAWLER - pipe inspection system (DEEP TREKKER)	EA	12900
	BB10	DT340S PIPE CRAWLER - pan & tilt pipe inspection system (DEEP TREKKER)	EA	27500
	BB11	DT340X PIPE CRAWLER - LARGE pan & tilt pipe inspection system (DEEP TREKKER)	EA	36000
	BB12	MINI MILLER ROBOT G8/17 110v (PICOTE)	EA	4141
	BB13	MAXI MILLER ROBOT KK12/30 110v (PICOTE)	EA	10985
	BB14	MAXI MILLER POWER PLUS ROBOT 18/20 400v (PICOTE)	EA	19125
	BB15	Coating Pump U.S., UK 110v (includes 3 hose connectors and 2 brush stoppers) (PICOTE)	EA	7128
	BB16	1330 Robot (SCHWALM)	EA	71500
	BB17	2060 Robot F (SCHWALM)	EA	102850
	BB18	2060 Robot Z (SCHWALM)	EA	103950
	BB19	Focus Camera (SCHWALM)	EA	8250
	BB20	Zoom Camera (SCHWALM)	EA	9900
	BB21	12000 Air Motor (SCHWALM)	EA	2400
	BB22	13000 Air Motor (SCHWALM)	EA	2100
	BB23	Digital Box (SCHWALM)	EA	7200
	BB24	Control Unit Schwalm (SCHWALM)	EA	20350
	BB25	Control Unit Cues (SCHWALM)	EA	20000
	BB26	Remote (SCHWALM)	EA	742.5
	BB27	Cable Drum (SCHWALM)	EA	20900
	BB28	Twin Hose Reel (SCHWALM)	EA	17500
	BB29	6" Schwalm non-flow-through packer (SCHWALM)	EA	4000
	BB30	7" Schwalm non-flow-through packer (SCHWALM)	EA	4200
	BB31	8" Schwalm non-flow-through packer (SCHWALM)	EA	4300
	BB32	8" Schwalm flow-through packer (SCHWALM)	EA	7100

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	BB33	10"-12" Schwalm flow-through packer (SCHWALM)	EA	7600
	BB34	4" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	520
	BB35	6" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	520
CC. Internal Pipe Seal-mechanical, stainless steel sleeve with EPDM rubber				
	CC1	8"-Stainless steel with EPDM	EA	756.00
	CC2	10"-Stainless steel with EPDM	EA	786.00
	CC3	12"-Stainless steel with EPDM	EA	819.00
	CC4	15"-Stainless steel with EPDM	EA	948.15
	CC5	18"-Stainless steel with EPDM	EA	1042.00
	CC6	21"-Stainless steel with EPDM	EA	1190.70
	CC7	24"-Stainless steel with EPDM	EA	1404.90
DD. Installation Packer for Internal Pipe Seals				
	DD1	8'-12" Packer with coupling rod	EA	5500.00
	DD2	15"-18" Packer with coupling rod	EA	6900.00
	DD3	21"-24" Packer with coupling rod	EA	8100.00
EE. Liner End Seal-mechanical, stainless steel sleeve with EPDM rubber				
	EE1	8"-Stainless steel with EPDM	EA	677.25
	EE2	10"-Stainless steel with EPDM	EA	690.00
	EE3	12"-Stainless steel with EPDM	EA	708.75
	EE4	15"-Stainless steel with EPDM	EA	897.75
	EE5	18"-Stainless steel with EPDM	EA	995.00
	EE6	21"-Stainless steel with EPDM	EA	1118.25
	EE7	24"-Stainless steel with EPDM	EA	1244.25
FF. Flusher Gate				
	FF1	Flusher Gate	EA	25000.00
GG. UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Additional Associated Items.				
	GG1	6" X 2.8mm UV CURE	LF	54.00
	GG2	8 X 2.8mm UV CURE	LF	52.00
	GG3	10 X 2.8mm UV CURE	LF	55.00
	GG4	12" X 2.8mm UV CURE	LF	61.00
	GG5	15" X 3.5mm UV CURE	LF	74.00
	GG6	18" X 4.2mm UV CURE	LF	105.00
	GG7	21" X 4.9mm UV CURE	LF	135.00
	GG8	24" x 5.6mm UV CURE	LF	168.00
	GG9	27" x 5.6mm UV CURE	LF	219.00
	GG10	30" x 5.6mm UV CURE	LF	240.00
	GG11	33" x 5.6mm UV CURE	LF	271.00
	GG12	36" x 5.6mm UV CURE	LF	305.00
	GG13	42" x 8.4mm UV CURE	LF	467.00
	GG14	48" x 8.4mm UV CURE	LF	541.00
	GG15	Cured-In-Place Pipe Segmental Patches 6" UV Cure	EA	4800.00
	GG16	Cured-In-Place Pipe Segmental Patches 8"-12" UV Cure	EA	5400.00
	GG17	Cured-In-Place Pipe Segmental Patches 13"-18"" UV Cure	EA	9000.00
	GG18	Cured-In-Place Pipe Segmental Patches 19"-24" UV Cure	EA	10600.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	GG19	Cured-In-Place Pipe Segmental Patches 25"-36"" UV Cure	EA	14000.00
	GG20	Internal reconnects on Cured-in-place pipe	EA	276.00
	GG21	6" & 8" Additional 1.5mm	LF	0.92
	GG22	10" & 12" Additional 1.5mm	LF	4.60
	GG23	15" & 18" Additional 1.5mm	LF	13.80
	GG24	21" & 24" Additional 1.5mm	LF	23.00
	GG25	27" Additional 1.5mm	LF	27.60
	GG26	30" Additional 1.5mm	LF	32.20
	GG27	33" Additional 1.5mm	EA	36.80
	GG28	36" Additional 1.5mm	EA	41.40
	GG29	42" Additional 1.5mm	EA	46.00
	GG30	48" Additional 1.5mm	EA	55.20
	GG31	54" Additional 1.5mm	EA	64.40
	GG32	60" Additional 1.5mm	EA	75.00
	GG33	6" & 8" Additional .7mm	LF	4.00
	GG34	10" & 12" Additional .7mm	LF	7.00
	GG35	15" Additional .7mm	LF	9.00
	GG36	18" Additional .7mm	LF	10.00
	GG37	21" Additional .7mm	LF	12.00
	GG38	24" Additional .7mm	LF	14.00
	GG39	27" Additional .7mm	LF	15.00
	GG40	30" Additional .7mm	LF	17.00
	GG41	33" Additional .7mm	LF	18.00
	GG42	36" Additional .7mm	LF	20.00
	GG43	42" Additional .7mm	LF	29.00
	GG44	48" Additional .7mm	LF	42.00
	GG45	6"-12" CIPP Set-up Charge	LF	7.00
	GG46	15"-18" CIPP Set-up Charge	LF	12.00
	GG47	21"-24" CIPP Set-up Charge	LF	18.00
	GG48	27"-36" CIPP Set-up Charge	LF	24.00
	GG49	42"-48" CIPP Set-up Charge	LF	24.00
	GG50	6" - 12" CIPP Additional Charge Per Install Length (>200')	LF	36.00
	GG51	15" - 18" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	GG52	21" - 24" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	GG53	27" - 36" CIPP Additional Charge Per Install Length (>200')	LF	48.00
	GG54	42" - 48" CIPP Additional Charge Per Install Length (>200')	LF	54.00
	GG55	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	5.00
	GG56	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	10.00
	GG57	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	15.00
	GG58	Travel and Mobilization- Pipeline Rehabilitation Crew from New Braunfels, TX	MILE	14.00
	GG59	4"-6" Installation and cure of lateral liner from main <12" dia.	LF	4600.00
	GG60	4"-6" Installation and cure of lateral liner from surface clean out to main	LF	5980.00
	GG61	4"-6" Set-up for installations of <20 each total	EA	4600.00
	GG62	4"-6" Set-up for installations of 20-50 each total	EA	3220.00
	GG63	4"-6" Set-up for installations of 51-150 each total	EA	1840.00
	GG64	6" - 12" CIPP Setup Charge (< 300 LF)	EA	1000.00
	GG65	15" - 21" CIPP Setup Charge (< 300 LF)	EA	1500.00
	GG66	24" - 36" CIPP Setup Charge (< 300 LF)	EA	2000.00
	GG67	36" or Larger CIPP Setup Charge (< 300 LF)	EA	4000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	GG68	Backyard Easement Setup (6" - 10")	EA	2500.00
	GG69	Backyard Easement Setup (12" - 18")	EA	3500.00
	GG70	Timber Matting for Large Diameter Setup	SY	75.00
	GG71	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG72	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG73	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG74	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG75	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG76	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
HH. Sealing of RCP or CMP Storm Sewer Joints and Additional Associated Items.				
	HH1	Quadex Lining System Rig	EA	325000.00
	HH2	Quadex SprayMaster Manhole Lining Equipment	EA	75000.00
	HH3	Quadex SpinMaster Robotic SpinCasting Equipment	EA	12000.00
	HH4	QM-1s Restore Pallet (56 bags) 60# bags	EA	1400.00
	HH5	Aluminliner Pallet (56 bags) 60# bags	EA	1960.00
	HH6	Aluminliner PF Pallet (56 bags) 60# bags	EA	2240.00
	HH7	Quad Plug Pallet (36 pails) 50# pail	EA	2240.00
	HH8	Hyperform Pallet (56 bags) 60# bags	EA	2240.00
	HH9	GeoKrete Pallet (56 bags) 60# bags	EA	3080.00
II. Sealing of Box Culvert Storm Sewer Joints and Additional Associated Items.				
	II1	SEE ITEM(S) HH ABOVE		
JJ. Gravity Sewer Lateral Renewal Systems and Additional Associated Items.				
	JJ1	4" Wye Top Hat PipePatch Kit	EA	145.00
	JJ2	5" Wye Top Hat PipePatch Kit	EA	155.00
	JJ3	6" Wye Top Hat PipePatch Kit	EA	165.00
	JJ4	4" Tee Top Hat PipePatch Kit	EA	145.00
	JJ5	5" Tee Top Hat PipePatch Kit	EA	155.00
	JJ6	6" Tee Top Hat PipePatch Kit	EA	165.00

HGAC

HOUSTON-GALVESTON AREA COUNCIL

February 2, 2012

Joan Clark
City Clerk
City of Cocoa
65 Stone St.
Cocoa, FL 32922

Dear Ms. Clark:

Enclosed you will find your original copy of the fully executed Interlocal Contract (ILC) which includes your assigned permanent ILC number. This number should appear on all future purchase orders, in addition to the H-GAC bid number for the product you are ordering. This number also serves as your Password for our website: HGACBuy.org.

The ILC document is designed as a blanket purchase agreement for all products offered by H-GAC, and it remains in effect indefinitely unless canceled by either party. No annual renewal actions are required. This Contract covers all departments within your municipality / county / district jurisdiction. It is activated only by your agency's issuance of Purchase Orders.

We encourage you to use the H-GAC Cooperative Purchasing Program and avail yourself of the services we offer. We look forward to serving you.

Sincerely,

Sally Terral

Sally Terral
Contract Specialist
Cooperative Purchasing Program

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No 12-2973
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Cocoa a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 65 Stone Street, Cocoa, FL 32922

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * Dec 13, 2011 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * Oct 01, 2011 and ends * Sept 30, 2012. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Cocoa, Florida

Name of End User (local government, agency, or non-profit corporation)

*65 Stone Street

Mailing Address

*Cocoa, Florida 32922

City State ZIP Code

*By: Michael C Blake

Signature of chief elected or appointed official

* Michael C. Blake, Mayor 12/13/2011

Typed Name & Title of Signatory Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston TX 77027

By: _____ Executive Director

Attest: _____ Manager

Date: 12, 2012

*Denotes required fields

rev. 03'11

Office of the City Clerk

Joan Clark, MMC
65 Stone Street
Cocoa, Florida 32922

jclark@cocoafl.org

(321) 433-8488 – phone
(321) 433-8455 - facsimile

December 15, 2011

Houston-Galveston Area Council
Attn: Executive Director
3555 Timmons Lane, Suite 120
Houston TX 77027

Re: Interlocal Contract for Cooperative Purchasing between H-GAC and City of Cocoa

Dear Sir:

I have enclosed the above referenced contract as approved and executed by the Cocoa City Council on December 13, 2011.

It is requested that a copy of the fully executed agreement be returned to my. Your assistance in this matter is appreciated.

If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

Joan Clark, MMC
City Clerk
City of Cocoa

c: T. Jones, Fleet
J. Walsh, Utilities
T. Eastburn, Finance

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT (Contract), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 91, Texas Government Code (the Act), by and between the Houston- Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Cocoa _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as End User, having its principal place of business at * 65 Stone Street, Cocoa, FL 32922

WITNESSETH

WHEREAS , H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS , pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS , in reliance on such authority, H -GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE , H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * October 1, 2011 and ends * September 30, 2012 This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

*Request for Information

To expedite service, please complet e the following blanks relevant to your agencys administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency : City of Cocoa (Municipality / County / District / etc.) County Name : Brevard

Mailing Address : 65 Stone Street, Cocoa, Florida 32922
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number 321-433-8800 FAX Number: 321-433-8455

Physical Address : _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.cocoafl.org

Authorized Official: Dr. Brenda Fettrow (City manager / Executive Director / etc.) Title: City Manager

Mailing Address: 65 Stone Street (Street Address/P.O. Box) Ph No.: 321-433-8686

Fx No.: 321-433-8690

E-Mail Address : bfettrow@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: Hank Rowan (Purchasing Agent/Auditor etc.) Title: Purchasing Manager

Mailing Address: 65 Stone Street (Street Address/P.O. Box) Ph No.: 321-433-8833

Fx No.: 321-433-8860

Email Address : hrowan@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: Jack Walsh (Public Works Director/Police Chief etc.) Title: Acting Utilities Director

Mailing Address: 351 Shearer Blvd. (Street Address/P.O. Box) Ph No.: 321-433-8710

Fx No.: 321-433-8704

Email Address : jwalsh@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: _____ (EMS Director/Fire Chief etc.) Title: _____

Mailing Address: _____ (Street Address/P.O. Box) Ph No.: _____

Fx No.: _____

Email Address : _____

_____
(City) (State) (ZIP Code)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Cocoa, Florida

Name of End User (local government, agency, or non-profit corporation)

*65 Stone Street

Mailing Address

*Cocoa, Florida 32922

City State ZIP Code

*By: Michael C Blake

Signature of chief elected or appointed official

* Michael C. Blake, Mayor 12/13/2011

Typed Name & Title of Signatory Date

Houston -Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____

Executive Director

Attest: _____

Manager

Date: _____

*Denotes required fields

rev. 03/11

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2021 — 12/10/2020

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: Lockton Companies 3657 BRIARPARK DRIVE, SUITE 700 Houston TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee and Liab. Ins. Co.	26247
INSURER C : Crum & Forster Specialty Insurance Co	44520
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Vortex Services, LLC
1406282 (See Attached Named Insured Schedule)
18150 Imperial Valley Dr.
Houston TX 77060

COVERAGES **CERTIFICATE NUMBER:** 17062601 **REVISION NUMBER:** XXXXXXX

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 [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLO 5597236-02	12/11/2020	12/11/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							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
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	BAP 5597237-02	12/11/2020	12/11/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	SXS 7356540 00	12/11/2020	12/11/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC 5616707-02	12/11/2020	12/11/2021	[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
C	Contractors Pollution (Claims Made)	Y	Y	PKC-110534	12/11/2020	12/11/2021	$5,000,000 Each Occurrence $5,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contractors Pollution Deductible: $25,000 each pollution condition. RE: Project: Cocoa Water Plant Rehabilitation. Additional Insured in favor of City of Cocoa on all policies (except Workers' Compensation/EL) where and to the extent required by written contract.

CERTIFICATE HOLDER

17062601

City of Cocoa
375 N Cocoa Blvd
Cocoa FL 32922

CANCELLATION See Attachments

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



©1988-2015 ACORD CORPORATION. All rights reserved
The ACORD name and logo are registered marks of ACORD

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording.

VORTEX NAMED INSUREDS

Vortex Infrastructure Holdco, LLC
Vortex Companies, LLC
Vortex Services, LLC
Vortex Infrastructure Services, LLC
Vortex Infrastructure Products, LLC
Vortex Infrastructure Holdings, LLC
Vortex Technology Group, LLC
Vaught Services, LLC
Vortex Turnkey Solutions, LLC
Quadex Lining Systems, LLC
Vortex West, LLC
Vortex Industrial Solutions, LLC
Ricor Services, LLC
VacVision Environmental, LLC
Quadex Acquisition, LLC
Quadex, LLC
Schwalm USA, LLC
Shoptrenchless.com LLC
Vortex Companies International, LLC
Quadex International, LLC
Vaught Holdings, LLC
Stag Acquisition, LLC
AquaPura, LLC
Midas South Central
Pipe Robotec
Midas Flow Controls – South Central, LLC
Ted Berry Company, LLC
Clear Drain of Main LLC
Ted Berry Trenchless Technology Team LLC
Vortex Services, LLC F/K/A VacVision Environmental, LLC

RESOLUTION NO. 2021-011

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 PROJECT MANHOLE REHABILITATION, PROJECT NO. WS19MH, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE CONSTRUCTION PROJECT BY THE CITY COUNCIL IN THE AMOUNT OF $162,765 INCLUSIVE OF $16,277 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 23, 2021, the City Council authorized the City Manager to proceed with the Manhole Rehabilitation, Project No. WS19MH, 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 establish the total construction budget and 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 Manhole Rehabilitation, Project No. WS19MH, provided the total amount of approved change orders and any additional service contracts do not cause the total construction budget to exceed the $162, 765 budgeted by the City Council for the project inclusive of the $16,277 contingency amount set aside 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 the 23rd day of February, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	21-144	**Version:**	1	**Name:**	To Approve Task Order 2021-02 with Atlantic Development, Inc., Cocoa, Florida, for the Replacement of a Broken 24” Gate Valve on State Road 3 (Courtenay Parkway), Project No. WS11VR; To Approve a Resolution Authorizing the City Manager to Approve Change O
Type:	Resolution			**Status:**	Consent Agenda
File created:	2/9/2021			**In control:**	City Council
On agenda:	2/23/2021			**Final action:**	

Title: Approve Task Order 2021-02 with Atlantic Development, Inc., Cocoa, Florida, for the Replacement of a Broken 24” Gate Valve on State Road 3 (Courtenay Parkway), Project No. WS11VR; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $21,260 (approximately 10%) for a Project Total of $233,852.96; To Approve a Resolution Amending the FY2021 Budget, BAF #21-052-T. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Atlantic Development Proposal 21-007 - 2.16.21.pdf
TO-ATLANTIC DEVELOPMENT 2021-02 $233852.96-UT-WFO.pdf
Atlantic Development COI - Exp 4-23-21.pdf
FULLY EXECUTED General Utilities Construction Agreement No. Q-20-18 (Atlantic).pdf
Atlantic Development of Cocoa - Contractor E-Verify Affidavit.pdf
Resolution - Atlantic Development Project Contingency.pdf
Budget Resolution FY 2021- Atlantic Development.pdf
BAF 21-052-T-UT-Richland Ave 24 Inch In Line Valve Repair (2-23-21) Agenda 21-144.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 8, 2021
Agenda Date: February 23, 2021
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 Task Order 2021-02 with Atlantic Development, Inc., Cocoa, Florida, for the Replacement of a Broken 24” Gate Valve on State Road 3 (Courtenay Parkway), Project No. WS11VR; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $21,260 (approximately 10%) for a Project Total of $233,852.96; To Approve a Resolution Amending the FY2021 Budget, BAF #21-052-T

BACKGROUND:

A water main break occurred January 16, 2021 on northbound SR-3 in front of the East Coast Christian Center involving a 4” cast iron pipe that is tapped off a 24” potable water transmission main. This is the second incident in this same section of pipe within a three-year period. Subsequent to the first incident (leaking tapping valve), one of our approved Contractors of Record, Atlantic Development of Cocoa (Atlantic Development) received emergency authorization and a purchase order to perform the necessary repairs. Atlantic Development subsequently developed Maintenance of Traffic (MOT) plans and material was purchased for the project; however, the repair did not take place due to FDOT conflicts at the time. The purchase order was subsequently liquidated. The leaking tapping valve did stop leaking on its own, but the liability of this tapping valve still remains.

Due to the frequency of issues, and the increased potential for significant roadway damage to occur as a result of a future water main break, the transmission main needs to be repaired as soon as possible. The repair scope is as follows: 1) eliminating two unused taps by installing a new section of pipe, 2) replacing a broken 24” valve at the intersection of SR-3/Richland Ave., and 3) installing two line stops in order to prevent a large water outage during the repair. This will result in four excavations in the outside northbound lane on SR-3 which must be shut down in order to conduct the necessary repairs. As a result of recent productive discussions with FDOT, the MOT plan developed by Atlantic Development has been accepted and a FDOT permit application has been submitted.

Due to the priority status of this repair, and in consideration of the previous and current planning conducted by City of Cocoa staff and Atlantic Development, staff is requesting approval to transfer funds from contingency account 421-4010-536.39-00 in order to cover the cost of this repair. To utilize the best and most efficient purchase vehicle to facilitate this repair, staff intends to exercise use of the General Utilities Construction Agreement No. Q-20-18, awarded to Atlantic Development and previously approved by City Council, Agenda # 20-705.

City staff is also requesting that City Council approve an additional $21,260 as a contingency for the project. The additional amount is requested to cover any additional time and materials that may be required in excess of the original proposal. Although City staff does not anticipate change orders, there is a possibility that unforeseen events would require changes to the project scope. If a change order is required, the additional amount will allow the project to continue moving forward.

The additional $21,260 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.

Staff recommends approval of this task order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

BAF# 21-052-T

Amount Requested	$233,853
Account Number	421-4025-536.46-00, WS11VR
Account Name	Repairs and Maintenance
Source of Funds	421-4010-536.39-00, Contingency

PREVIOUS ACTION:

On June 26, 2018, City Council approved task order 2018-22 with Atlantic Development, Inc., Cocoa, Florida, for the replacement of a broken 24” gate valve on State Road 3 (Courtenay Parkway), project no. WS11VR; Approved a resolution authorizing the City Manager to approve change orders in an amount not to exceed $26,315 (15% of the proposal); Approved a Resolution Amending the FY2018 Budget.

RECOMMENDED MOTION:

To Approve Task Order 2021-02 with Atlantic Development, Inc., Cocoa, Florida, for the Replacement of a Broken 24” Gate Valve on State Road 3 (Courtenay Parkway), Project No. WS11VR; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $21,260 (approximately 10%) for a Project Total of $233,852.96; To Approve a Resolution Amending the FY2021 Budget, BAF #21-052T.

ATLANTIC DEVELOPMENT OF COCOA, INC.
2185 W. King Street • Cocoa, Florida 32926
Phone: 321-639-8788 • Fax: 321-639-0936
ggrignon@atlanticdevelopmentofcocoa.com

QUOTE

Project Name: N. Courtenay 24" GV Replacement **2/16/2021**

ADC #21-007

LOCATION : N. Courtenay & Richland

DESCRIPTION	QTY	UNIT	PRICE/ITEM	TOTAL
MOBILIZATION & MOT SIGNED & SEALED W/ ALT. ROUTE	1	LS	68,215.00	68,215.00
DEWATERING & SHORING	1	LS	12,160.00	12,160.00
EXCAVATION (4 LOCATIONS)/DEMO & HAUL OFF EXISTING	1	LS	10,280.00	10,280.00
24" LINESTOP	2	EA	20,580.65	41,161.30
24" MJ GATE VALVE W/ BEVEL GEAR	1	EA	34,173.36	34,173.36
24" MJ SLEEVE	4	EA	4,866.50	19,466.00
20" DIP PR350	40	LF	198.95	7,958.00
LIMEROCK	154	TNS	55.20	8,500.80
ASPHALT PATCH (2" THICK)	90	SY	118.65	10,678.50
JOB TOTAL				**$212,592.96**

EXCLUSIONS

All items affected by cost of petroleum products are subject to any future price escalations of said petroleum products. (including, but not limited to, concrete curb, concrete sidewalk, asphalt, etc.) Unless otherwise noted proposal does not include connection charges, fees, bonds, testing, permits, NPDES Monitoring, construction lay out, as built drawing, relocation of any utility, rock excavation, de-mucking, concrete flat work, sod, seed, mulch or any unforeseen obstructions or obstacles, or the replacement of any unsuitable materials. Earthwork prices are submitted based upon all on-site excavated material being suitable for structural fill. Earthwork prices do not include removal and/or replacement of any organic or hardpan materials underlying the retention area, building pads or roadways. Unless a lump sum price is to be paid for the foregoing work, and is clearly so stated, it is understood and agreed that the quantities referred to above the estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by the contractor as determined upon completion of the work and based on field measurements. This proposal expires thirty (30) days from the date here of, but may be accepted at any later date at the sole option of Atlantic Development of Cocoa, Inc. Bids and proposals are not commitment to do a job. All jobs are subject to credit approval and funds availability. Atlantic Development reserves the right to withdraw any bid provided.

Accepted by:

Glenn S. Grignon

(Signature)

Date: 2-16-21

GLENN S. GRIGNON

(Print)

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=9192726&GUID=BFC542C9-2D56-4B85-AF62-3AFBCAD19371* is a secure document that has been embedded in this document. Double click the pushpin to view.



Client#: 17916 ATLADEV

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/17/2020

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 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: Angel McGhee
Lanier Upshaw, Inc. 1115 US Hwy 98 South P.O. Box 468 Lakeland, FL 33802	PHONE (A/C, No, Ext): 863 686-2113 FAX (A/C, No): 863 682-6292 E-MAIL ADDRESS: Angel.McGhee@Lanierupshaw.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Co.	35289
INSURER B : Transportation Insurance Company	20494
INSURER C : Markel Insurance Company	38970
INSURER D : Continental Casualty Co	20443
INSURER E :	
INSURER F :	

INSURED
Atlantic Development of Cocoa, Inc.
2185 W. King Street
Cocoa, FL 32926

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			CPM607657636	04/23/2020	04/23/2021	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 $15,000 $1,000,000 $2,000,000 $2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X PIP			BUA607657639	04/23/2020	04/23/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$1,000,000 $ $ $ $10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			CUE607657638	04/23/2020	04/23/2021	EACH OCCURRENCE AGGREGATE $	$4,000,000 $4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC6083180052	04/18/2020	04/18/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
C	Rented or Leased Equipment			MKLM3IM00511	04/23/2020	04/23/2021	$400,000 Limit 1% Subject to $1000 Min	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Cocoa is included as additional insured in respects to general liability and auto liability as required by written contract. Waiver of subrogation applies to additional insured(s) for general liability, auto liability and workers compensation.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
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

© 1988-2014 ACORD CORPORATION. All rights reserved.

AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR

THIS AGREEMENT is made and entered into this 9th day of November, 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa 32922, and **ATLANTIC DEVELOPMENT OF COCOA, Inc.** 2185 West King Street, Cocoa, Florida 32926, hereinafter referred to as "Utility Contractor".

WITNESSETH:

WHEREAS, City wishes to obtain underground utility services on a continuing basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Utility Contractor participated in the selection and negotiation process and Utility Contactor was one of several contractors chosen by the City Council at a duly held meeting on October 27, 2020 to perform future services on an as needed basis; and

WHEREAS, Utility Contractor is willing to provide such underground utility services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. This Agreement may be renewed by mutual agreement of the Parties for a maximum of two (2) separate two (2) year renewal terms.

1.2 The terms and conditions of any Task Authorization, as described in Section 2 hereof, shall be as set forth in such Task Authorization. Any Task Authorization in effect at the termination of this Agreement shall remain in effect until completion of said Task Authorization, and all of the terms and conditions of this Agreement shall survive until completion of all Task Authorizations.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

A. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Utility Contractor to provide the construction services approved by Task Authorization by the City.

B. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

C. "Utility Contractor" shall mean **Atlantic Development of Cocoa Inc.,** and its principals, employees, resident project representatives (and assistants).

D. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes*.

E. "Reimbursable Expenses" shall mean the actual expenses incurred by Utility Contractor or Utility Contractor's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual expenses the City agrees to reimburse by Task Authorization.

F. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Authorization.

G. "Task Authorization" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Utility Contractor under this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Utility Contractor to perform underground utility services on a "Task" basis. The City will communicate with Utility Contractor, verbally or in writing, a general description of the task to be performed. The Utility Contractor will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task, and send the thus developed "Task Proposal" to the City. If a site visit by Utility Contractor is needed to generate the scope document, Utility Contractor shall request approval prior to visiting the site. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Authorization". The Scope of Services generally to be provided by the Utility Contractor through a Task Authorization may include any phases of utility construction. These phases are more clearly defined in the attached **Exhibit "A".** Nothing herein shall be construed to guarantee that Utility Contractor will be assigned a Task.

2.2 The City will issue a Notice to Proceed to the Utility Contractor in the form of a City purchase order. Upon receipt of the signed Task Authorization and a written Notice to Proceed from the City, the Utility Contractor shall perform the services set forth in the Task Authorization.

2.3 For each Task Authorization in excess of $25,000.00, Utility Contractor shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the form attached to the Agreement **Exhibit "B"** and

approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to the total Contract Price for the Work required by the Task Authorization. The issuance of bonds required under this Agreement shall not relieve Utility Contractor of any liability under the Agreement and any applicable Task Authorization. Utility Contractor shall remain jointly and severally liable with any surety issuing a bond under the Task Authorization. The premium for such bonds shall be paid by the Utility Contractor.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Utility Contractor. If such changes increase (additional services) or decrease or eliminate any amount of work, City and Utility Contractor will negotiate any change in total cost or schedule modifications. If the City and Utility Contractor approve any change(s), the Task Authorization will be modified in writing to reflect the change(s); and Utility Contractor shall be compensated for said service(s) in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Utility Contractor's designated representative.

3.2 All of City's said Task Authorizations and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE; LIQUIDATED DAMAGES

4.1 Utility Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Authorization. The parties acknowledge that the agreed upon schedule provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms. Utility Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Utility Contractor fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Utility Contractor without City's prior written consent, except as provided in Sections 3.1 and 20.1 herein.

4.3 Unless otherwise expressly provided in the Task Authorization, City and Utility Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work required by a Task Authorization is not substantially complete within the time specified therein, plus any extensions thereof allowed in accordance with a written change order. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, City and Utility Contractor agree that as liquidated damages for delay (but not as a penalty) Utility Contractor shall pay City five hundred dollars ($500.00) per day for each day that expires after the time specified in the applicable Task Authorization for both substantial and final completion until the work is completed within said time period, and that City has paid to the Utility Contractor the consideration of ten ($10.00) dollars as consideration for this provision.

The liquidated damages shall be payable in addition to any excess expenses or costs payable by the Utility Contractor to the City under this Agreement and applicable Task Authorization, and shall not preclude the recovery of damages by the City under other provisions of the Agreement, except claims related to Utility Contractor's delays in substantial completion. The City's right to receive liquidated damages shall in no manner affect the City's right to terminate the Agreement or any applicable Task Authorization, as provided in this Agreement or elsewhere in the Task Authorization. The City's exercise of the right to terminate shall not release the Utility Contractor from the obligation to pay said liquidated damages.

When the City reasonably believes (i) that substantial completion will be inexcusably delayed; or (ii) that the Utility Contractor will fail to achieve final completion by the date of final completion, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Utility Contractor the daily amount specified for liquidated damages for each calendar day of the unexcused delay. If and when the Utility Contractor overcomes the delay in timely achieving substantial completion or final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Utility Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF UTILITY CONTRACTOR

5.1 General Services. For basic and additional Services performed by Utility Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Utility Contractor an amount equal to that agreed upon by the parties for a particular Task Authorization.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Utility Contractor to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Utility Contractor an amount equal to that billed Utility Contractor by the independent professional associates and consultants multiplied by a factor of 1.10. Prior to payment by the City, the Utility Contractor shall submit to the City a copy of any written invoice received by Utility Contractor from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Utility Contractor's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Utility Contractor or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Authorization.

5.4 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Utility Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Authorization.

5.5 Payment. Upon receipt of a proper invoice from Utility Contractor, the City agrees to pay the Utility Contractor the invoice amount providing said amount accurately reflects the terms and conditions of this Agreement and any applicable Task Authorization. Invoices may only be submitted on a monthly basis unless otherwise agreed by the City. Unless otherwise agreed in writing by the City, there shall be no other compensation paid to the Utility Contractor and its principals, employees, resident project representatives (and assistants), and independent professional associates and consultants in the performance of Work under this Agreement. The City agrees to make all payments due within thirty (30) days of receipt of a proper invoice delivered by Utility Contractor.

5.6 Witholding Payments. Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. Utility Contractor does not make prompt and proper payments to subcontractors;

c. Utility Contractor does not make prompt and proper payments for labor, materials, or equipment furnished him;

d. Another Contractor is damaged by an act for which Utility Contractor is responsible;

e. Claims or liens are filed on the job; or

f. In the opinion of the City, Utility Contractor's work is not progressing satisfactorily.

5.7 **Final Payment.** The City shall withhold up to 5% of the Contract Price set forth in any Task Authorization throughout the subject project in accordance with the Local Government Prompt Payment Act ("Act"). City shall promptly make payment to the Utility Contractor unless the City has grounds, under the Act, for withholding the payment of the retainage. The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Utility 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 Utility Contractor has delivered to CITY a complete release of liens arising out of the Task Authorization, or receipt of releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to City indemnifying him against such claims.

By making payments, City 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 Task Authorization and this Agreement;

c. Outstanding claims of liens; or

d. Failure of Utility Contractor to comply with any special guarantees required by the Agreement and applicable Task Authorization.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the services performed by Utility Contractor. The City shall be given free access to the worksite at all times during work preparation and progress. The City's Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his or her duties of checking and reporting on work progress, and any such inspections shall not waive City's claim regarding defective work by Utility Contractor.

6.2 No inspection, review, or observation shall relieve Utility Contractor of its responsibility under this Agreement. The City will not be responsible for the means of construction, or for the sequences, methods and procedures used therein, or for the Utility Contractor's failure to perform the work in accordance with the applicable Task Authorization and this Agreements.

7.0 PROGRESS MEETING

7.1 City's Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of work entered into under this Agreement. Utility Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager. 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 Utility Contractor of its responsibility for the performance of its obligations under the applicable Task Authorization 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 Utility Contractor of responsibility for the performance of its obligations under this Agreement and applicable Task Authorization. Payment by the City pursuant to the this Agreement shall not constitute a waiver of any of the City's rights under this Agreement or at law, and the Utility 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 Utility Contractor if the City becomes aware of any fault or defect in the subject Project or non-conformance with this Agreement and applicable Task Authorization. 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 Utility Contractor, for any of the foregoing purposes, be deemed the agent of the City.

8.0 RESPONSIBILITIES OF CONTRACTOR The Utility Contractor's duties and rights in connection with any Task Authorization issued by the City herein are as follows:

8.1 Responsibility for Supervision and Construction. Utility Contractor shall be solely responsible for all construction under the Task Authorization, including the techniques, sequences, procedures and means, for the coordination of all work. Utility Contractor shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

8.2 Discipline and Employment. Utility 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.

8.3 Furnishing of Labor, Materials, etc. Utility 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 this Agreement and Task Authorization.

8.4 Payment of Taxes: Procurement of Licenses and Permits. Utility Contractor shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. Utility Contractor warrants that it (and subcontractors or tradesmen, if authorized in the Task Authorization) hold or will secure all trade or professional licenses required by law for the Utility Contractor to undertake the Work required by the Task Authorization.

8.5 Guarantee. The Utility Contractor hereby guarantees the Work to the full extent provided in the Task Authorization and any applicable Plans, Specifications, General Conditions, Special Conditions and other contract documents. The Utility Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City 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 City or for such longer period as may be provided in the applicable Task Authorization, Plans, Specifications, General Conditions, Special Conditions or other contract documents. Without limiting the generality of the foregoing, the Utility Contractor warrants to the City, that all materials and equipment furnished under this Agreement and Task Authorizations will be of first class quality and new, unless otherwise required or permitted by the applicable Task Authorization, 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 Task Authorization. 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 Task Authorization shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Utility Contractor will provide written guarantee for work and materials for a minimum of one (1) calendar year after acceptance by City unless a longer time period is

required by a Task Authorization. The one (1) period is not a limitation upon manufacturer warranties or Utility Contractor's payment and performance Bond(s).

8.6 Preparation/Sufficiency of Site. The Utility Contractor shall, among other things, and as applicable: (i) visit and thoroughly inspect the Project Sites 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) familiarize itself with any provided 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 Projects; (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 Utility Contractor shall also review all as-built and record drawings, plans, and specifications of which the Utility Contractor has been informed by 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 Utility Contractor resulting from its failure to familiarize itself with the Project Sites or pertinent documents shall be deemed waived.

8.7 Safety. Utility Contractor shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Utility Contractor reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Utility Contractor shall be responsible for providing the types of insurance and limits of liability as set forth below.

A. Professional Liability: If professional services are rendered under any Task Authorization, proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

B. The Utility 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 Utility Contractor from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Utility Contractor or by anyone directly employed by or contracting with the Utility Contractor.

C. The Utility Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Utility 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 Utility Contractor or by anyone directly or indirectly employed by the Utility Contractor.

D. Utility Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a 30-day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **With the exception of any required professional insurance policy hereunder, the City shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time.**

10.3 Independent Associates and Consultants. All independent associates and consultants employed by Utility Contractor to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Utility Contractor shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Utility Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Authorization, shall be consistent with recognized and sound construction practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered.

12.2 Utility Contractor represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Utility Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding

any other provision of this Agreement, Utility Contractor shall indemnify, hold harmless, and defend City, its officers, directors, attorneys, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Utility Contractor may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Utility Contractor 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 Utility Contractor 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, whether in the possession or control of City or the Utility Contractor. 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 Utility Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS/CITY CLERK AT (321) 433-8484, 65 STONE STREET, COCOA, FLORIDA 32922.

Utility Contractor is required to and agrees to comply with public records laws. Utility Contractor shall keep and maintain all public records required by City to perform the services as agreed to herein. Utility Contractor shall provide the City, upon request from the CITY CLERK, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Utility Contractor 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 for the duration of the Agreement term. Upon completion of the Agreement, Utility Contractor shall transfer to City, at no cost, all public records in possession of the Utility Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Utility Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Utility Contractor shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from the City Clerk, in a format that is compatible with the information technology systems of City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied

by the City or any other person, the City shall immediately notify Utility Contractor of the request and the Utility Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Utility Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Utility Contractor acknowledges that if the Utility Contractor does not provide the public records to the City within a reasonable time, the Utility Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Utility Contractor acknowledges that if a civil action is filed against the Utility Contractor to compel production of public records relating to this Agreement, the court may assess and award against Utility Contractor 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 Utility Contractor, be open and freely exhibited to the City for the purpose of examination, audit or otherwise. Failure by Utility Contractor 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 Utility Contractor 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 Utility Contractor failure to comply with this Section, the City shall collect from Utility Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Utility Contractor. 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 Utility Contractor failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Utility Contractor and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adoption by the Utility Contractor, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Utility Contractor.

14.3 The Utility Contractor acknowledges that the City is a Florida Municipal Corporation and subject to the Florida Public Records Law. Utility Contractor agrees that to the extent any document produced by Utility Contractor under this Agreement constitutes a Public Record, Utility Contractor shall comply with the Florida Public Records Law.

15.0 ASSIGNMENT

15.1 Utility Contractor shall not assign or subcontract this Agreement, any Task Authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Utility Contractor, Utility Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Utility Contractor who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Utility Contractor, prior to the commencement of any Work by the subcontractor, Utility Contractor shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Utility Contractor shall be considered an independent contractor and not an employee of the City.

17.0 TERMINATION; DEFAULT BY UTILITY CONTRACTOR AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, at any time with or without cause. Without limitation, the following shall be considered cause for terminating this Agreement and shall constitute a default hereunder:

17.2 Utility Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City 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 thirty (30) calendar days, in which case the Utility Contractor shall have such time as is reasonably necessary to remedy the default, provided the Utility Contractor promptly takes and diligently pursues such actions as are necessary.

17.3 Utility Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors or Utility Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Utility Contractor has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

17.5 Utility Contractor has committed any act of fraud upon the City; or

17.6 Utility Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Utility 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 City may have under this Agreement.

17.8 Utility Contractor fails to comply with any condition or provision of this Agreement including any Task Authorization.

17.9 Notwithstanding the aforementioned, in the event of a default by Utility Contractor, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, City 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. Additionally, in the event of such termination upon default and breach of this Agreement, the City may take possession of the Project Site and of all materials, tools, and appliances thereon and finish the work by whatever method the City may deem expedient. Any completed services performed by Utility Contractor under this Agreement shall, at the option of the City, become the City's property and Utility Contractor shall be entitled to receive equitable compensation for any Work completed to the satisfaction of the City. The Utility Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to Utility Contractor for the purpose of setoff until such time as the amount of damages due to the City from Utility Contractor can be determined.

18.0 FORCE MAJEURE

18.1 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; plague; pandemic; flood; windstorm; explosion; riot; ware; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; 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. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

19.0 GOVERNING LAW & VENUE

19.1 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.

19.2 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.

20.0 HEADINGS

20.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

21.0 SEVERABILITY

21.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

22.0 WAIVER AND ELECTION OF REMEDIES

22.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

22.2 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.

23.0 THIRD PARTY RIGHTS

23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Utility Contractor.

24.0 PROHIBITION AGAINST CONTINGENT FEES

24.1 Utility Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Utility 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 Utility Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 ENTIRE AGREEMENT

25.1 This Agreement, including any Task Authorizations and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Utility Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. The terms and conditions of this Agreement shall be deemed automatically incorporated into any Task Authorization approved and executed hereunder regardless if the Task Authorization references this Agreement.

26.0 NO JOINT VENTURE

26.1 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.

27.0 ATTORNEY'S FEES

27.1 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.

28.0 COUNTERPARTS

28.1 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.

29.0 AGREEMENT INTERPRETATION; DRAFTING

29.1 At its discretion, during the course of the work, should any errors, ambiguities or discrepancies be found in the Agreement or specifications, the City at its sole discretion will interpret the intent of the Agreement and work descriptions and the Utility Contractor hereby agrees to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City. When the material, article or equipment is designated by a brand name and more than one brand name is listed, it will be understood that the work is based on one brand name only. The Utility Contractor will be responsible for all coordination necessary to accommodate the material, article or equipment being provided without additional cost to the City. A substitute material, article or equipment is allowed if it is reasonably equivalent to the brand name specified. The City has full discretion to decide whether a substitute is reasonably equivalent. Utility Contractor must notify the City prior to use of the substitute for a specified brand name and allow the City to make a determination before Utility Contractor uses the substitute.

29.2 City and Utility 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 in a court of competent jurisdiction, except as provided in Section 29.1.

30.0 NON-DISCRIMINATION

30.1 Utility Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

31.0 PUBLIC ENTITY CRIMES

31.1 As provided in §287.132 and §287.133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Utility Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by §287.133(3)(1), *Florida Statutes*.

32.0 CODE REQUIREMENTS

32.1 The Utility Contractor and its subcontractors on any project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to the project and the actions or operations of those engaged in the work or concerning materials used. Utility Contractor shall ask for and receive any required inspections.

33.0 TESTING

33.1 The Utility Contractor shall be responsible for all tests and testing required by this Contract, unless otherwise specified. All testing shall be done in the presence of a representative of the City. The City reserves the right to test all materials, products, installations and equipment.

33.2 All pipelines will be placed in satisfactory operating condition by the Utility Contractor prior to final payment, and the Utility Contractor shall furnish a letter addressed to the City advising that the completed Work has been installed in accordance with the plans and specifications of this Contract and that all items are in proper operating condition.

34.0 CITY'S RIGHT TO STOP WORK

34.1 If the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, the City shall have the right, but not an obligation, to order the Utility Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that the Work be resumed. In such event, the Utility Contractor shall immediately obey such order. A stop work directive provided under this paragraph shall not entitle the Utility Contractor to an extension of the completion date.

35.0 CITY'S RIGHT TO PERFORM WORK

35.1 If the Utility Contractor's Work is stopped by City, or if the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, and the Utility Contractor fails within three (3) working days of such stoppage, failure, or refusal, to provide adequate assurance to the City that the cause of such stoppage, failure, or refusal will be

eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against Utility Contractor, proceed to carry out the subject Work. In such a situation, an appropriate change order shall be issued deducting from the contract price the cost of correcting the subject deficiencies, plus compensation for the City's Consultant's additional services and expenses necessitated thereby, if any. If the unpaid portion of the contract price is insufficient to cover the amount due the City, the Utility Contractor shall pay the difference to the City.

36.0 EMERGENCIES

36.1 All emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Utility Contractor, without special instruction or authorization from the City or the City's authorized representative, is obligated to immediately act to prevent threatened damage, injury, or loss. The Utility Contractor shall give the City's authorized representative(s) written documentation within three (3) days from the inception of said emergency if the Utility Contractor believes that any significant changes in the Work or variations from the contract documents have been caused thereby. If the City's authorized representative determines that a change in the contract documents is required because of action taken by the Utility Contractor in response to such an emergency, a change order will be issued to document the consequences of such action.

37.0 WARRANTY / GUARANTEE

Unless otherwise required by the specifications, the Utility Contractor shall furnish a one (1) year warranty on all equipment, furnishings, and installation provided hereunder against defect in material and/or workmanship. The warranty shall become effective on the Date of Substantial Completion and acceptance by the City or as otherwise required by law. Should any defect in materials or workmanship, excepting ordinary wear and tear, be discovered during the above-stated warranty period, the Utility Contractor, upon written notice from the City, shall immediately repair or replace same at no cost to the City. The Utility Contractor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control, and without fault or negligence, of the Utility Contractor, such as misuse or neglect by the City, acts of God, fires, floods and hurricanes.

38.0 WAIVER OF JURY TRIAL

38.1 The City and Utility Contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the construction of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

39.0 BARRICADES

39.1 The Utility Contractor shall provide all barricades and/or protective safety devices and shall take all necessary precautions to protect all personnel and property. The

Utility Contractor shall remove said barricades and/or safety devices from City property at the completion of the project.

40.0 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

40.1 By the submission of its Bid, Bidder certifies that all material, equipment, etc. contained in its bid meets all Occupational Safety and Health Act (OSHA) requirements. Bidder further certifies that if it is the successful Bidder, and any of the material, equipment, etc. delivered is subsequently found to be deficient of any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Bidder. Furthermore, in compliance with Florida law, any item delivered from a Task assigned under this Agreement must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

A. The chemical name and common name of the toxic substance

B. The hazards or other risks in the use of the toxic substances including:

1. The potential for fire, explosion, corrosion and reactivity
2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance
3. The primary routes of entry and symptoms of over-exposure

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over-exposure

D. The emergency procedure for spills, fire, disposal and first aid

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information

41.0 STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE/CONSTRUCTION DEBRIS

41.1 The Utility Contractor must comply with all applicable City Codes and solid waste franchise agreements regarding the storage, removal, and disposal of solid waste and construction debris. Prior to performing any Services required hereunder, the Utility Contractor shall contact the City's Utilities Department for information relative to complying with this section.

42.0 MATERIALS, INSTALLATION AND PERFORMANCE

42.1 The Utility Contractor shall be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their Bid. The Utility Contractor is in no way relieved of the responsibility for the performance of all equipment furnished or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture. Unless otherwise specified, material storage shall be on site and within the defined area of the Work and within the Utility Contractor's area of responsibility.

43.0 SET UP AND CONNECTIONS

43.1 All equipment is to be set up, connected to utilities, checked and demonstrated at no charge to the City. The Utility Contractor shall be responsible for all transportation, off-loading, handling, storage and installation of any City-furnished Utility Contractor-installed material and equipment.

44.0 SAFETY AND PROTECTION OF PROPERTY

44.1 The Utility Contractor shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, its employees on the Work and all other persons who may be affected thereby; the Work and materials and equipment to be incorporated therein; and all other property at the site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Utility Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, and shall give all notices required by same. This requirement includes, but is not limited to, the United Sates Occupational Safety and Health Act and the Florida Trench Safety Act, *Florida Statute* §553.60.

45.0 TAXES

45.1 The Utility Contractor shall pay all applicable sales, consumer-use, and other similar taxes required by law. The Utility Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

46.1 ENTIRETY OF CONTRACT

46.1 The City and the Utility Contractor agree that this Contract sets forth the entire Contract between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 3.0 – Changes in the Scope of Work.

47.0 NOTICE

For Utility Contractor
Atlantic Development of Cocoa, Inc.

2185 West King Street
Cocoa, Florida 32926
Attention: _____
Phone: 321-639-8788

For City:

City of Cocoa/ Utilities Department
Attention: Utilities Director
351 Shearer Blvd.
Cocoa, Florida 32922
(321) 433-8710

47.1 Either party may change the notice address by providing the other party written notice of the change.

48.0 SOVEREIGN IMMUNITY

48.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in 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. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than 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 the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

49.0 CORPORATE REPRESENTATIONS BY UTILITY CONTRACTOR

49.1 Utility Contractor hereby represents and warrants to the City the following:

A. Utility 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 representative of Utility Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Utility Contractor.

50.0 INDEMNIFICATION.

50.1 For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Utility Contractor shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, employees, and/or

attorneys against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of Utility Contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform Utility Contractor's obligations pursuant to this Agreement and any and all Task Authorizations hereunder.

50.2 The indemnification provided above shall obligate the indemnifying party to defend at its own expense or to provide for such defense, at the sole option of the City, 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 City, its officers, agents, officials, representatives, employees, and/or attorneys which may result from the services under this Agreement whether the services be performed by the indemnifying party or anyone directly or indirectly employed or hired by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable. This paragraph shall survive termination of this Agreement.

The Utility Contractor specifically assumes potential liability for actions brought by Utility Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, Utility 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.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONTRACTOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA, FLORIDA:

By: _____
Stockton Whitten, City Manager

ATTEST:

Carie Shealy, City Clerk

SEAL
FLORIDA

UTILITY CONTRACTOR:

Atlantic Development of Cocoa, Inc.:

By: _____
Print Name/Title: GLENN S. GRIGNON
VICE PRESIDENT

EXHIBIT "A"

SCOPE OF SERVICES
UTILITY GENERAL CONSTRUCTION CONTRACTOR
AGREEMENT

The Scope of Services to be provided by the Utility Contractor shall include all phases of underground utility services. The Utility Contractor has already been pre-qualified by City to perform the following:

- Install new water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace or installation of new piping and associated appurtenances located at the water and wastewater plants and the wellfield
- Perform line stops / install insert valves on various size pipe to include large diameter transmission mains
- The projects will consist of various size pipe consisting of various materials: i.e.: metal, plastic, Asbestos Cement Pipe, and reinforced concrete.
- All work on the City of Cocoa Utility system shall meet the requirements of the City of Cocoa Utilities Technical Provisions and Standard Details
- The Contractor shall include a Critical Path Method Schedule for each project. The requirements will be detailed in the specifications for each project.
- Work shall include any associated restoration, maintenance of traffic, erosion control, clearing and grubbing, or other similar ancillary work to complete the project
- Restoration of FDOT, Brevard County, City of Cocoa, or other local jurisdiction roads (to included driveways, curbing, and sidewalk), storm water systems, and/or other utilities affected by the utility work. The restoration shall be per the governing authority's specifications and requirements
- Contractor shall meet all safety requirements as required by all governing State law, municipal ordinances, OSHA Standards, and as may be necessary to protect life, property, or the work.

Quotes will first be obtained from Utility Contractor prior to commencement of any planned project. The City shall retain the right to refuse any quote for just cause.

For each project Utility Contractor will supply the following:

A. Labor, equipment and material (unless material is supplied by City by mutual agreement)

B. Traffic control: On-site personnel must be certified in FDOT Maintenance of Traffic Level III Work Zone Training.

C. Supervision: On-site personnel in charge must be OSHA Certified Competent Person

D. De-watering

E. As-built drawings: When project is completed

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that ATLANTIC DEVELOPMENT OF COCOA, 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 ATLANTIC DEVELOPMENT OF COCOA, INC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Glenn S. Grignon

Print Name: GLENN S. GRIGNON

Date: 2-10-21

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2/10/21 (date) by GLENN GRIGNON (name of officer or agent, title of officer or agent) of ATLANTIC DEVELOPMENT OF COCOA, 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.

Dennis R Johnson

[Notary Seal] Notary Public

Dennis R. Johnson

Name typed, printed or stamped

My Commission Expires: 1/18/2022

DENNIS R JOHNSON
Notary Public – State of Florida
Commission # GG 176905
My Comm. Expires Jan 18, 2022
Bonded through National Notary Assn.

Company ID Number: 774066

Approved by:

Employer Atlantic Development of Cocoa Inc.	
Name (Please Type or Print) Glenn S Grignon	Title
Signature Electronically Signed	Date 04/16/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/16/2014

Company ID Number: 774066

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Atlantic Development of Cocoa Inc.
Company Facility Address	2185 West King Street Cocoa, FL 32926
Company Alternate Address	
County or Parish	BREVARD
Employer Identification Number	593357333
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 774066

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: 774066

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Virginia Levith
Phone Number	(321) 639 - 8788
Fax Number	(321) 632 - 3655
Email Address	glevith@atlanticdevelopmentofcocoa.com

Name	James Moore
Phone Number	(321) 639 - 8788
Fax Number	(321) 639 - 0936
Email Address	jmoore@atlanticdevelopmentofcocoa.com

Name	Glenn S Grignon
Phone Number	(321) 639 - 8788
Fax Number	(321) 639 - 0936
Email Address	ggrignon@atlanticdevelopmentofcocoa.com

Page intentionally left blank

RESOLUTION NO. 2021-009

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 PROJECT REGARDING THE REPLACEMENT OF BROKEN 24" GATE VALVE, PROJECT NO. WS11VR, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE CONSTRUCTION PROJECT BY THE CITY COUNCIL IN THE AMOUNT OF $212,592.96 INCLUSIVE OF $21,260 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 23, 2021, the City Council authorized the City Manager to proceed with the Replacement of Broken 24" Gate Valve, Project No. WS11VR, 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 establish the total construction budget and 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 Replacement of Broken 24" Gate Valve, Project No. WS11VR, provided the total amount of approved change orders and any additional service contracts do not cause the total construction budget to exceed the $212,592.96 budgeted by the City Council for the Project inclusive of the $21,260 contingency amount set aside 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 the 23rd day of February, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

RESOLUTION NO. 2021-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; 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, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; 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 2020-2021 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, in a regular meeting assembled on the 23rd day of February, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-052-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4025 | DATE PREPARED: 02/16/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 233,853)	421-4010-536.39-00		Contingency	$ 1,145,413	$ 538,831	$ 304,978	$ 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
($ 233,853)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 233,853	421-4025-536.46-00	WS11VR	Repairs & Maintenance	$ 3,285,500	$ 3,485,319	$ 3,719,172	$ 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
$ 233,853	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

A broken 4" tapping valve and a 2" direct tap needs to be removed. In order to isolate the valve repair area, and to avoid impacting a significant number of residential and business customers, a broken 24" in -line valve (located in the intersection of Richland Avenue and SR-3) must also be replaced. These repairs are a priority as the 4" valve has leaked in the past (2018), and another failure could result in catastrophic damage to an FOOT roadway. In order for this repair to proceed, a budget amendment is required. This repair and the budget amendment will be presented for Council approval at the February 23, 2021 meeting (File No. 21-144).

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) | *DATE APPROVED:* _____ | *RESOLUTION #:* 2021-010

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.

2/16/21	Christopher Collier — Digitally signed by Christopher Collier Date: 2021.02.16 10:01:15 -05'00'	2/16/21	Lora Howell — Digitally signed by Lora Howell Date: 2021.02.16 12:07:27 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
2/16/21	John "Jack" Walsh — Digitally signed by John "Jack" Walsh Date: 2021.02.16 10:19:15 -05'00'	2/16/21	Lora Howell — Digitally signed by Lora Howell Date: 2021.02.16 12:07:54 -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 #:	21-154	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	2/12/2021			**In control:**	City Council
On agenda:	2/23/2021			**Final action:**	
Title:	Approve 2nd and Final Reading: Ordinance 03-2021: a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one (1) parcel totaling 15.74 acres from General Commercial to Mixed-Use Planned Unit Development, and final approval of an associated Binding Development Agreement, Final Development Plan and Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Cirrus Mixed-Use PUD project on this same parcel. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 03-2021 Cirrus Rezoning CG to Mixed-Use PUD (003).pdf Final PUD plan set.pdf Cirrus PUD Development Agreement - FInal Clean.pdf Exhibit B - Overall Site Plan.pdf Cocoa Retail - Title Opinion w-attachments.PDF Building Renderings.pdf Traffic Impact Analysis revised 2-3-21.pdf Legal ad Proof (PZ and both CC).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 12, 2021
Agenda Date: February 23, 2021
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve 2nd and Final Reading; Ordinance 03-2021: a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one (1) parcel totaling 15.74 acres from General Commercial to Mixed-Use Planned Unit Development, and final approval of an associated Binding Development Agreement, Final Development Plan and Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Cirrus Mixed-Use PUD project on this same parcel.

BACKGROUND:

The subject property is a single parcel of land comprising 15.74 acre located at the northwest corner of SR524 and South Industry Road. The parcel is bound on the north by SR528, on the east by

South Industry Road, on the south by SR524 and on the west by the Coventry of Cocoa residential PUD. The parcel is addressed as 2320 Highway 524 and is further identified as Parcel ID: 24-36-18-27-*-1. The property was developed in 1993 as a Winn-Dixie grocery store with a stormwater pond and extensive parking. The grocery store closed in 2007 and the site has been vacant since.

Project Details:
The property owner desires to redevelop the site as a Mixed-Use Planned Unit Development (PUD) in two phases. The first phase would develop 13.49 acres of the property with a multi-family residential use consisting of 280 apartment units in two buildings. The two buildings contain a total of 20 studio units, 134 one-bedroom units, 107 two-bedroom units and 19 three-bedroom units. The buildings would be four (4) floors in height, the roof parapet would be 55 feet in height and the highest point would be 62.5 feet. Amenities would include a vertical clubhouse integrated into the corner of one building, a pool courtyard with outdoor grilling areas, a second courtyard with gathering areas, a rooftop lounge/deck area for space launch viewing, a dog park and a walking trail around the stormwater pond. A sky-bridge at the 4th floor level will connect the two apartment buildings. Parking is provided by a mix of open air spaces and garage units.

The second phase would develop 2.25 acres of the existing parking lot as a future commercial use. The specific use or uses will be limited to those uses allowed under the development agreement. Stormwater for both phases would be constructed in phase one and utilize the existing stormwater pond located on the residential portion of the site. The existing wetland of approximately 1.6 acres at the northwest corner of the property which will remain untouched by the development plans.

The Applicant has submitted the following applications related to this project:

- A Development Agreement
- An Overall Site Plan (Exhibit B of the Development Agreement)
- A Rezoning of the parcel from General Commercial to Mixed-Use Planned Unit Development (Ordinance 03-2021)
- A Final Planned Unit Development (PUD) plan set (sheet 1-19 and 24-28)
- A Preliminary Subdivision to create two parcels, one for the multi-family use and one for the future commercial use (PUD plan set, sheet 20-23)
- A Large-Scale Site Plan (this is a part of the PUD plan set) (The Site Plan also includes a Landscape Plan)

In addition the following supporting documents are provided:

- Building Renderings
- Traffic Impact Analysis
- Title Opinion

Summary of Binding Development Agreement:

The Development Agreement allows the subject property to be developed as a Mixed-Use PUD in two phases.

Phase 1 is limited to multi-family residential use and includes construction of all shared site infrastructure and access. The development agreement provides a timeframe of a maximum of 48 months for the completion of the first phase of the project.

Phase 2 is a future commercial development. The agreement lists potential uses allowed for Phase 2 with the final use(s) to be identified in an amendment to the agreement. Within forty-eight (48) months of the Effective Date, the Developer and the City are required to amend the Final Development Plans for the remaining Phase 2 and development agreement to establish the specific use(s), site layout, drive aisles, parking, landscaping, building elevations, open space provision and timing of completion for the second phase. The agreement provides for the City Manager to approve an optional 1-year extension to complete the amendment for good cause shown. Any other extensions will require City Council consideration and approval.

Future Land Use Designation: Commercial

Zoning District: C-G (General Commercial)

Existing Land Use: Vacant commercial building

Council District: District 3 - Councilmember Rip Dyal

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	M-2	Vacant land (north of interchange)
South	Neighborhood Commercial	N-C	CVS (adjacent) and C Commons Shopping C (south of SR524)
East	Commercial	C-G and N-C	Retail and McDonalds (adjacent) and US Po (east of South Industr
West	Medium Density Residential	Residential PUD	Single-Family homes

Consistency with Code of the City of Cocoa

The submitted application and plans have been reviewed by City staff for consistency with Chapter 18 Subdivisions and with Appendix A Zoning of the City of Cocoa Code and found to be in substantial compliance although a few issues remain to be addressed as detailed below.

PUD Analysis:

The decision of the Planning and Zoning Board of the City of Cocoa on the preliminary development application shall include the findings of fact that serve as a basis for its recommendation. In making its recommendation, the Planning and Zoning Board of the City of Cocoa shall consider the following facts:

1. Degree of departure of proposed planned unit development from surrounding areas in terms of character and density.

Staff Finding:

The adjoining parcel to the west is a residential PUD with 204 single-family units on approximately 41 acres

powered by Legistar™

of land for a density of 5 units/acre. The multi-family portion of the proposed mixed-use PUD will contain 280 apartment units on 13.49 acres for a density of 20 units/acre. This increase in density is appropriate for a mixed-use project and is less than the 25 units/acre allowed under the Commercial Future Land Use of the site. A multi-family apartment project should be located in close proximity to commercial uses and convenient transportation access, both of which describe this site's location.

2. Compatibility within the planned unit development and relationship with surrounding neighborhoods.

Staff Finding:

The proposed multi-family and future commercial uses will be compatible with each other and with the adjacent existing commercial and residential uses. Residents of the multi-family units will be able to access the commercial uses on the adjoining parcels and the Cocoa Commons shopping plaza directly across SR524 on foot or by bicycle if they wish. The multi-family buildings are required to be set back from the property line further than would be the case under conventional multi-family zoning. Location of the pool area within the u-shape of the building further removes it from the adjoining residential homes to the west.

3. Prevention of erosion and degrading of surrounding area.

Staff Finding:

The developer of each phase will be required to prevent erosion or degrading of any natural areas. In addition, a St Johns River Water Management District permit has been applied for by the applicant which will control impact to the existing wetland.

4. Provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control and soil conservation as shown in the preliminary development plan.

Staff Finding:

A review of the level of service for public facilities is provided below under the Concurrency Management section heading.

5. The nature, intent and compatibility of common space, including the proposed method for the maintenance and conservation of said common space.

Staff Finding:

The multi-family recreation space will consist of a vertical clubhouse integrated into the corner of one building, a pool courtyard with outdoor grilling areas, a second courtyard with gathering areas, a rooftop lounge/deck area for space launch viewing, a dog park and a walking trail around the stormwater pond and wetland area. These amenities will be shared by the apartment residents and their guests and will be maintained by the apartment owner's management company.

6. The feasibility and compatibility of the specified stages contained in the preliminary development plan to exist as an independent development.

Staff Finding:

The first phase of the PUD will construct all shared site improvements at the same time that the multi-family development occurs. This will allow the first phase to exist independently of any future development on the second phase. It will also allow the second phase to construct only the use associated with that phase.

7. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed planned unit development.

Staff Finding:

The existing entry at the southwest corner of the property provides deceleration lanes for traffic turning into the property from either the east or west bound direction of SR524. In addition, this is a signalized intersection which significantly improves turning movements. The secondary entry to the site is a right-in / right-out movement and it also has a deceleration lane for vehicles entering the site. The site is already laid out with cross access easements to ensure that traffic can move from SR524 to all the outparcels adjacent to the primary site.

8. The availability and adequacy of water and sewer service to support the proposed planned unit development.

powered by Legistar™

Staff Finding:

The existing utility lines will be upgraded and moved from under the building site to an area along a shared access drive aisle providing easier access and greater capacity.

9. The benefits within the proposed development and to the general public to justify the requested departure from standard land use requirements inherent to a planned unit development classification.

Staff Finding:

The multi-family component of the PUD will provide a new form of residential development which will appeal to a new market as well as providing an increased tax base. Redevelopment of this empty shopping plaza will bring a significant visual and economic improvement to the area.

10. The conformity and compatibility of the planned unit development with any adopted development plan of the City of Cocoa.

Staff Finding:

Redevelopment of the site is compatible with the following from the Comprehensive Plan: Objective 1.1.4, Policy 1.1.10.3, Goal 1.2, and Objective 1.2.1. These are listed in more detail below.

11. The conformity and compatibility of the proposed common space, primary residential and nonresidential uses within the proposed planned unit development.

Staff Finding:

The multi-family component of the PUD will provide common recreation space amenities for the residents as discussed above. The wetland area will remain as common preservation space. The common public space for the future commercial phase will be determined when that phase develops.

The PUD code provides additional requirements not listed above. These include building setbacks, landscape buffer, minimum floor area per dwelling unit, maximum length of structures, off-street parking, lighting, trash enclosures, underground utilities and preservation of trees/landscape requirements. These have been reviewed and found in compliance.

Site Plan Analysis:

The site was originally designed for access solely by vehicle traffic. However, since the proposed project will be adding residential units to the site, a sidewalk connection from the multi-family parcel to the SR524 sidewalk has been added along the west side of the entry drive. There is an existing sidewalk along the north side of SR524 and across the roadway along the north side of the Cocoa Commons shopping center properties which provide convenient access for pedestrian traffic.

The parking requirements for multi-family use are one space for each studio unit, 1.5 spaces for each one-bedroom unit and 2 spaces for each two and three-bedroom unit, for a total of 474 parking spaces required. The Final PUD plans show that 7 parallel spaces, 230 regular parking spaces, 112 compact parking spaces, 79 garage units and 10 handicapped parking spaces will be provided, for a total of 438 parking spaces. An Administrative Waiver is allowed for up to 5% of the total number of parking spaces required, or 24 spaces. The applicant has requested an Administrative Waiver for 23 spaces. In addition, the sidewalk connection which was recently added to the plans resulted in the loss of 13 parking spaces. A waiver for those spaces will be incorporated into the Development Agreement.

Subdivision Analysis:

The Preliminary Subdivision will create two (2) lots. Lot 1A encompasses the multi-family residential portion of the site, while Lot 1B contains the future commercial phase. There is no minimum lot size under PUD zoning.

Consistency with Comprehensive Plan Policies and Objectives

Objective 1.1.4: Redevelopment. The City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain

standards and procedures to encourage redevelopment where desirable.

Policy 1.1.10.3: Innovative land use development patterns, including PUDs and Cluster Zoning shall be permitted and encouraged in appropriate areas, as defined in the land development regulations.

GOAL 1.2: The City of Cocoa shall place a strong emphasis on requiring quality integrated mixed-use development to improve the appearance of the City, increase property values and achieve a higher quality of life for its businesses, residents and visitors.

Objective 1.2.1: Smart Growth Principles. New development in the City shall incorporate “Smart Growth” principles that will lead to compact development standards as opposed to conventional development standards that encourage urban sprawl.

Policy 1.2.1.3: The City shall consider development incentives to encourage developers to revitalize/redevelop abandoned strip malls and commercial sites by converting them into mixed-use developments.

Concurrency Management/Adequate Public Facilities

Wastewater

The Level of Service {LOS) for wastewater is 319 gallons per day per household, based on the 280 units, the projected demand on the wastewater system is 89,320 gallons per day.

The Sellers Plant is currently permitted to treat 4.5 mgd of wastewater per day, and is currently operating at 2.08 mgd. The maximum peak flow over the past twelve months was 4.56 mgd. Thus, there is sufficient capacity for Wastewater.

Stormwater Management

The Level of Service (LOS) for Stormwater Management is as follows:

Design Storm Event”	25-year frequency/24-hour duration event
On-site Stormwater Management:	Retention of the first one inch of rainfall for areas of more than one acre.
Stormwater Quantity:	Post development Stormwater runoff flow rates, quantities, peaks, and velocities shall be equal to or less than levels that existed prior to development.
Stormwater Quality:	No significant degradation of water quality in receiving water bodies.

A St Johns River Water Management District Permit for the original development of the site was issued in 1993 and updated in 2008. A St Johns River Water Management District Permit for this project was applied for on December 8, 2020 and a copy of the final permit will be provided to the City when it is issued.

Potable Water

The LOS for potable water is 122 gallons per capita per day (gpcd} per household. Based on the City of Cocoa EAR Population Projections report, the average permanent resident per dwelling unit is 2.35 per occupied unit. Thus, the average demand per household is estimated at 286.7 gpcd, and based on the 280 proposed dwelling units the overall demand is 80,276 gpcd.

The Dyal Plant provides potable for the City of Cocoa service area and it is currently permitted to

operate at 48 million gallons per day (mgd). The maximum provision over the past twelve months is 34 mgd. Thus, there is sufficient capacity for Potable Water.

Solid Waste

The Level of Service (LOS) for the City of Cocoa is 1.2 tons of solid waste disposal per capita per year, and residential collection LOS shall be 2 times per week per household with green waste and recyclables once per week. The City contracts with Waste Management for the provision of solid waste, and the projected solid waste generated will be collected consistent with the adopted level of service standards.

Roadways (Transportation)

The minimum LOS for SR524 is D.

The Space Coast TPO Traffic Counts Report for 2019 indicates that for the Cox Road to Industry Road segment of State Road 524, the average annual daily traffic trips is 13,380 and it is classified as Urban Minor Arterial. The multi-family use will generate roughly 3,394 new net daily trips based on the applicant's traffic Impact Analysis. Based on the Current Maximum Acceptable Volume (19,470) established by the Space Coast TPO, there is sufficient capacity on State Road 524 to support this development. Adding the projected additional trips to the existing results in a total of 16,774 trips, 2,696 under the Maximum Acceptable Volume limit.

Recreation

The Level of Service (LOS) for Recreation is 1.25 acres per 1,000 population.

Pursuant to the City of Cocoa Comprehensive Plan EAR (October 2010) Data and Analysis, there exists a surplus of 118.34 acres of parks, which was determined to be more than sufficient to meet the needs of the citizens through 2020. The City's current population is 18,833 which requires 23.54 acres of park and recreation facilities. The EAR identified the City as having 323.58 acres (including the 165.09 acres Cocoa Conservation Area) available for residents. Thus, the City has sufficient recreation/parks to support the project and maintain the adopted LOS.

Schools

A School Capacity Availability Determination Letter was received from the Brevard County School Board for this project. It indicates that there is insufficient capacity at Saturn Elementary and Cocoa Jr./Sr. High School at this time. However, the adjacent school concurrency service areas do have sufficient capacity to provide for the projected needs of the Cirrus development.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

powered by Legistar™

PREVIOUS ACTION:

The Planning & Zoning Board heard multiple development applications related to the Mixed-Use PUD project proposed on this property and made the following recommendation with conditions on February 3, 2021:

The Planning & Zoning Board recommended approval to City Council of the Binding Development Agreement, Final PUD Rezoning and Preliminary Subdivision for the Cirrus Mixed-Use PUD project with the conditions set forth below:

And

The Planning & Zoning Board voted to approve the Large-Scale Site Plan with the conditions set forth below:

1. The Large-Scale Site Plan shall not be effective until and unless the Development Agreement / Final PUD / Preliminary Subdivision have been approved by City Council.

Development Agreement

2. A Waiver will be added to Phase 1 of the Development Agreement to allow a minimum 2.5" d.b.h at planting for trees on the landscape plan that are not counted as replacement trees.
3. A Waiver will be added to Phase 1 of the Development Agreement to allow a reduction in the total number of parking spaces required based on the addition of a sidewalk connection along the southwest access aisle.

Subdivision

4. The Amended and Restated Restrictive Covenants and Easement Agreement shall address maintenance of common access driveway and shall be recorded prior to Final Subdivision approval by City Council.

Civil Plans

5. Revise landscape plans to increase 4 trees from 2.5" to 4" d.b.h at planting and increase 1 tree from 2.5" to 6" d.b.h at planting.
6. Provide a sidewalk, landscape buffer and parallel parking spaces along the west side of the entry access drive aisle in place of the existing 90-degree parking spaces.

Traffic Impact Analysis

7. Provide an updated Traffic Impact Analysis that includes the "Arbors at Cocoa Landings" project in the analysis.

City Council approved the first reading of this ordinance on February 9, 2021.

RECOMMENDED MOTION:

Approve on 2nd and Final Reading; Ordinance 03-2021: a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one (1) parcel totaling 15.74 acres from General Commercial to Mixed-Use Planned Unit Development, and final approval of an associated Final Development Plan, Binding Development Agreement and Preliminary Subdivision with the following additional conditions:

1. The Amended and Restated Restrictive Covenants and Easement Agreement shall address maintenance of common access driveway and shall be recorded prior to Final Subdivision approval by City Council.
2. Remove reference to public drainage easements from the dedication prior to Final Subdivision approval by City Council.
3. Revise landscape plans to increase 4 trees from 2.5" to 4" d.b.h at planting and increase 1

tree from 2.5” to 6” d.b.h at planting.

4. Change the proposed grade on the west banks of the swale between Coventry and the site to state they will be regraded to a minimum height of 6” above the existing control structure #2 rim.

powered by Legistar™

ORDINANCE NO. 03-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 15.74 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON STATE ROAD 524, DIRECTLY SOUTH OF STATE ROAD 528 AND WEST OF EAST INDUSTRY ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM GENERAL COMMERCIAL (CG) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include

a change of classification from General Commercial (CG) to Planned Unit Development (PUD) for the real property depicted and described on **Exhibit A,** attached and incorporated herein by this reference, in accordance with the final development plan as kept on file with the City of Cocoa in File No. _____ and the Development Agreement dated _____, recorded in the Official Records of Brevard County at Book _____, Page_____. The City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon 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 the _____ day of _____, 2021.

_____
Michael C. Blake., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

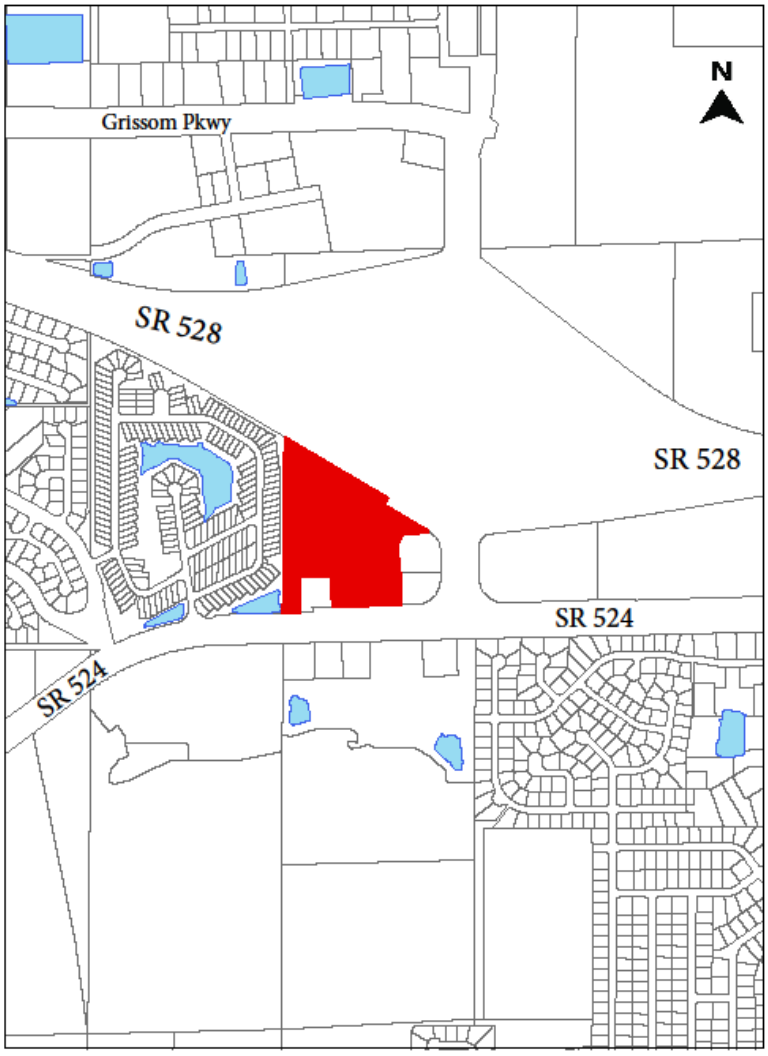
First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A

Legal Description and Depiction

LOT 1 OF HOME DEPOT COCOA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGES 87 THROUGH 93, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

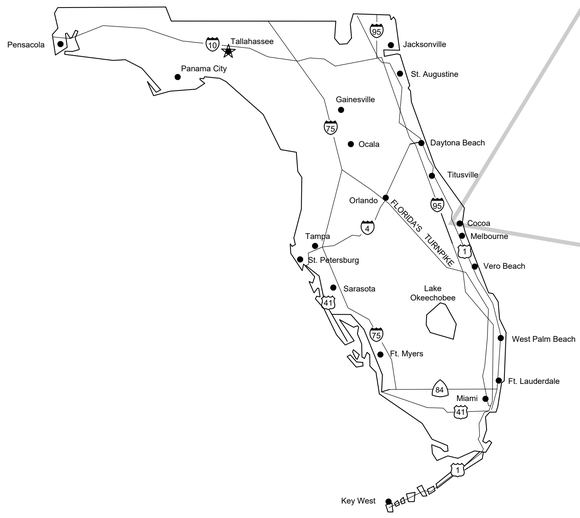
Cirrus Mixed-Use PUD

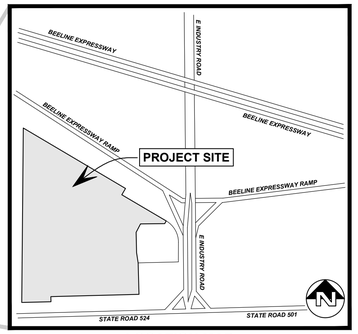


CIRRUS

FINAL PUD / PRELIMINARY SUBDIVISION / LARGE-SCALE SITE PLAN
SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

SHEET INDEX		
SHEET #	**DRAWING #**	**SHEET TITLE**
1	11545_400_001	COVER SHEET
2	11545_400_002	SYMBOLS AND ABBREVIATIONS
3	11545_400_003	EXISTING CONDITIONS PLAN
4	11545_400_004	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
5	11545_400_005	DEMOLITION PLAN
6	11545_400_006	MAINTENANCE OF TRAFFIC (MOT) DURING CONSTRUCTION
7	11545_400_007	OVERALL SITE PLAN
8	11545_400_008	SITE PLAN
9	11545_400_009	UTILITY PLAN
10	11545_400_010	OVERALL PAVING, GRADING, AND DRAINAGE PLAN
11	11545_400_011	PAVING, GRADING, AND DRAINAGE PLAN
12	11545_400_012	PAVING, GRADING AND DRAINAGE DETAILS
13	11545_400_013	FDOT DETAILS
14	11545_400_014	CITY OF COCOA DETAILS
15	11545_400_015	CITY OF COCOA DETAILS
16	11545_400_016	CITY OF COCOA TECHNICAL PROVISIONS
17	11545_400_017	CITY OF COCOA TECHNICAL PROVISIONS
18	11545_400_018	CITY OF COCOA TECHNICAL PROVISIONS
19	11545_400_019	CITY OF COCOA TECHNICAL PROVISIONS (WASTEWATER)
PLAT DOCUMENT		
--	11545_300_001	PRELIMINARY PLAT
SURVEY		
--	11545_100_001-004	ALTA SURVEY
1 OF 1	11545_100_009	TREE SURVEY





LOCATION MAP
N.T.S.

LEGAL DESCRIPTION
LOT 1 OF HOME DEPOT COCOA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGES 87 THROUGH 93, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

GENERAL PROJECT STATEMENT
THE CIRRUS PROJECT CONSISTS OF THE REDEVELOPMENT OF LOT 1 (PB57 PGS 87-93) FROM A COMMERCIAL/RETAIL DEVELOPMENT TO A MIXED USE PUD. THE MULTI-FAMILY COMPONENT OF THE PROJECT INCLUDES TWO (2) RESIDENTIAL BUILDINGS CONTAINING A TOTAL OF 280 UNITS WITH AN INTEGRATED VERTICAL CLUBHOUSE, POOL AND LOUNGE AREAS, AND SINGLE-STORY PARKING GARAGES. THE COMMERCIAL AREA, ALONG SR 524, AT THIS TIME WILL CONTINUE TO EXIST AS A PARKING AREA. ANY FUTURE PLANS TO DEVELOP THIS AREA WILL NEED TO BE SUBMITTED TO THE CITY OF COCOA FOR REVIEW/APPROVAL. THE CIRRUS PROJECT WILL CONTINUE TO USE THE EXISTING/FUNCTIONING STORMWATER MANAGEMENT SYSTEM AND ITS ASSOCIATED OUTFALLS.

LAND USE: COMMERCIAL
ZONING: MIXED USE PUD (PLANNED UNIT DEVELOPMENT)

NOTES:
1. LIGHTING SHALL BE DESIGNED, INSTALLED, AND MAINTAINED AND DIRECTED SOA S TO AVOID GLARE ON ADJOINING PROPERTIES AND RIGHT-OF-WAY THROUGH THE USE OF SEMI- AND FULL-CUTOFF SHIELDS.

OWNER
FRAMEWORK GROUP, LLP
1200 W. PLATT ST., SUITE 201
TAMPA, FL 33606
(813) 244-3865

ENGINEER
B.S.E.CONSULTANTS, INC.
312 SOUTH HARBOR CITY BOULEVARD
SUITE 4
MELBOURNE, FLORIDA 32901
(321) 725-3674

ARCHITECT
CHARLAN BROCK ASSOCIATES
1770 FENNELL ST.
MAITLAND FL 32751
(407) 660-8900 EXT. 49

LANDSCAPE ARCHITECT
BOOTH DESIGN GROUP
146 SECOND STREET NORTH, SUITE 302
ST. PETERSBURG, FL 33701
(727) 821-5699

FRAMEWORK GROUP, LLP
1200 W. PLATT ST., SUITE 201
TAMPA, FL 33606
(813) 244-3865

- PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 / FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

VERTICAL DATUM: NAVD88

1	
2	
3	
4	
5	
6	
7	
1	CITY COMMENTS	01/28/21
1	CITY COMMENTS	10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE
CIRRUS

SHEET TITLE
COVER SHEET

PROJECT NO.
11545

DRAWING NO.
11545_400_001

SHEET
1 of 19

H:\Projects Folder\11545\Drawings\11545_400\11545_400_001-002.dwg January 29, 2021 8:34:47 AM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

LANDSCAPE SYMBOL LEGEND

- CABBAGE PALM TREE
- CYPRUS TREE
- HOLLY TREE
- MAPLE TREE
- PALM TREE
- PINE TREE
- OAK TREE
- TREE LINE
- SHURB 1
- SHRUB 2

IRRIGATION SYMBOL LEGEND

- SPRINKLER
- RAINBIRD 1/4
- RAINBIRD 1/2
- RAINBIRD 3/4
- RAINBIRD FULL

LINE TYPES

- BEL — EXISTING BURIED ELECTRIC
- BTL — EXISTING BURIED TELEPHONE
- CATV — EXISTING CABLE TV
- X — FENCE (TYPE, HEIGHT AS NOTED)
- FM — EXISTING FORCE MAIN (SIZE, TYPE AS NOTED)
- FO — EXISTING FIBER OPTIC
- GAS — EXISTING GAS LINE
- IRR — EXISTING IRRIGATION (SIZE, TYPE AS NOTED)
- OHE — EXISTING OVERHEAD ELECTRIC
- OHU — EXISTING OVERHEAD UTILITY
- RM — EXISTING REUSE MAIN (SIZE, TYPE AS NOTED)
- SF — SILT FENCE
- SS — EXISTING SANITARY SEWER (SIZE, TYPE AS NOTED)
- WM — EXISTING WATER MAIN (SIZE, TYPE AS NOTED)
- CENTERLINE
- BASIN BOUNDARY
- COLUMN / WALL
- GUARD RAIL
- TREE LINE
- DRAINAGE PIPE (SIZE, TYPE AS NOTED)

SYMBOL LEGEND

- EXISTING SANITARY MANHOLE
- EXISTING MANHOLE (TYPE NOTED)
- PROPOSED MANHOLE
- TYPE 2 INLET
- TYPE 3 INLET
- TYPE 4 INLET
- TYPE 5 INLET
- CATCH BASIN
- YARD DRAIN
- FLARED END SECTION
- MITERED END SECTION
- EXISTING GATE VALVE
- PROPOSED GATE VALVE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING BLOW-OFF
- PROPOSED BLOW-OFF ASSEMBLY WITH GATE VALVE
- EXISTING FIRE DEPT. CONNECTION
- PROPOSED FIRE DEPT. CONNECTION
- EXISTING WATER METER
- PROPOSED WATER METER
- EXISTING WATER SERVICE
- PROPOSED WATER SERVICE
- EXISTING REUSE SERVICE
- PROPOSED REUSE SERVICE
- SANITARY SERVICE
- STUB OUT
- EXISTING AIR RELEASE VALVE
- AIR RELEASE VALVE
- EXISTING CLEAN OUT
- CLEAN OUT
- CROSS TEE
- TEE
- BACK FLOW PREVENTION DEVICE
- REDUCER
- POST INDICATOR VALVE
- UTILITY RISER
- CONCRETE POWER POLE
- WOOD UTILITY POLE
- GUY WIRE
- GUY POLE
- EXISTING LIGHT POLE
- PROPOSED LIGHT POLE
- EXISTING SIGN
- PROPOSED SIGN
- DIRT PAD ELEVATION
- FINISHED FLOOR ELEVATION
- TYPE A LOT DRAINAGE
- TYPE B LOT DRAINAGE
- 12 — LOT NUMBER
- FLOW ARROW

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(C)	CALCULATED DIMENSION
(D)	DEED DIMENSION
(F)	FIELD MEASURED DIMENSION
(M)	METER(S)
(NR)	NOT RADIAL
(P)	PLAT DIMENSION
A/C	AIR CONDITIONER
AC	ACRES
ADS	ADVANCED DRAINAGE SYSTEMS (CPP)
AL	ARC LENGTH
ARV	AIR RELEASE VALVE
AVE	AVENUE
BLVD	BOULEVARD
BM	BENCH MARK
BVC	BEGIN VERTICAL CURVE
BVP	BEGIN VERTICAL PROFILE
C/L	CENTERLINE
C/O	CLEAN OUT
CA	CENTRAL ANGLE
CATV	CABLE TELEVISION
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
COR	CORNER
CPP	CORRUGATED PLASTIC PIPE
DE	DRAINAGE EASEMENT
DEL	DELTA/CENTRAL ANGLE
DI	DITCH INLET/ CATCH BASIN
DIP	DUCTILE IRON PIPE
DS	DRAINAGE STRUCTURE
E	EAST
EG	EXISTING GROUND
ELEC	ELECTRIC
EL/ELEV	ELEVATION
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
EVC	END VERTICAL CURVE
EVP	END VERTICAL PROFILE
EX	EXISTING
FD	FOUND
FDC	FIRE DEPARTMENT CONNECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FES	FLARED END SECTION
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FL	FLOW LINE
FM	FORCE MAIN
FPL	FLORIDA POWER AND LIGHT
FT	FEET
GLO	GENERAL LAND OFFICE
GR	GROUND
GV	GATE VALVE(S)
H/C	HANDICAP
HP	HIGH POINT
HWY	HIGHWAY
ID#	IDENTIFICATION NUMBER
INV	INVERT
IP	IRON PIPE
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
JCT	JUNCTION
LF	LINEAR FEET
L	LEFT
LP	LOW POINT

ABBREVIATIONS

LS	LANDSCAPE
LWP	LIGHTER WOOD POST
MAX	MAXIMUM
MES	MITERED END SECTION
MH	MANHOLE
MHW	MEAN HIGH WATER
MI	MILE(S)
MIN	MINIMUM
N	NORTH
N&D	NAIL AND DISK
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NG	NATURAL GROUND
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
NWL	NORMAL WATER LEVEL
OHE	OVERHEAD ELECTRIC/ UTILITY
OR/ORB	OFFICIAL RECORDS BOOK
P/L	PROPERTY LINE
PAVT	PAVEMENT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PD&UE	PUBLIC DRAINAGE AND UTILITY EASEMENT
PDE	PUBLIC DRAINAGE EASEMENT
PG(S)	PAGE(S)
PGL	PROPOSED GRADE LINE
PK	PARKER-KALEN
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POL	POINT ON LINE
PP	POWER/UTILITY POLE
PR	PRIVATE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS/RIGHT
R/W	RIGHT-OF-WAY
RAD	RADIAL
RB	RADIAL BEARING
RCP	REINFORCED CONCRETE PIPE
REF	REFERENCE
RGE	RANGE
RM	REUSE MAIN
RND	ROUND
RPB	ROAD PLAT BOOK
RR	RAILROAD
S	SOUTH
SEC	SECTION
SF	SQUARE FOOT
SMH	SEWER MANHOLE
SPK	SPIKE
SS	SANITARY SEWER
ST	STREET
STA	STATION
SVC	SERVICE
SW	SIDEWALK
TEL	TELEPHONE
TOB	TOP OF BANK
TOE	TOE OF SLOPE
TWP	TOWNSHIP
TYP	TYPICAL
UE	UTILITY EASEMENT
UG	UNDERGROUND
UTIL	UTILITY
W	WEST
WM	WATER MAIN

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

1	
2	
3	
4	
5	
6	
7	
8	
1 CITY COMMENTS	10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE

CIRRUS

SHEET TITLE

SYMBOLS AND ABBREVIATIONS

PROJECT NO.

11545

DRAWING NO.

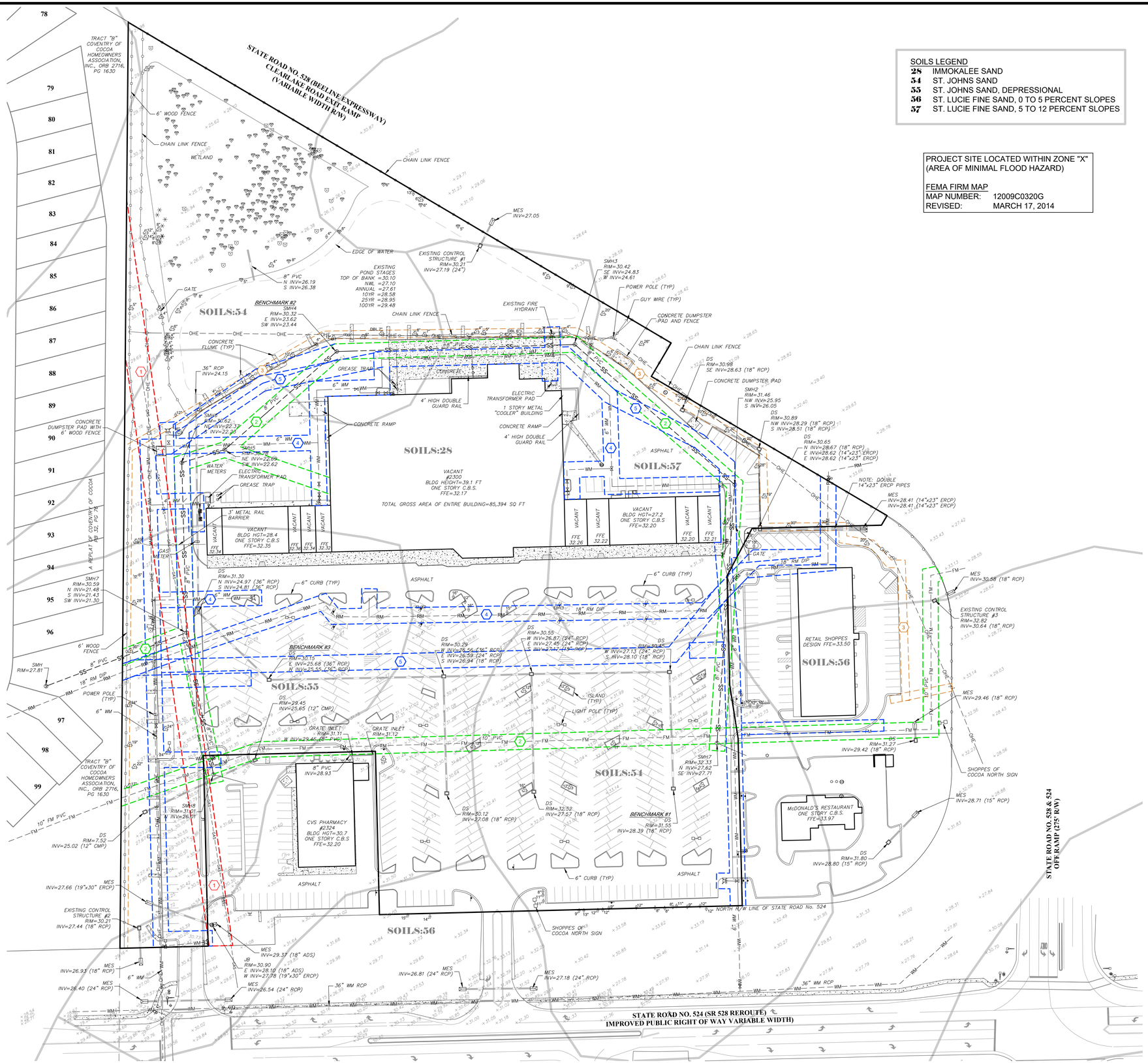
11545_400_002

SHEET

2 of 19

H:\Projects Folder\11545\Drawings\11545_400\11545_400_001-002.dwg December 8, 2020 10:03:33 AM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



SOILS LEGEND

28	IMMOKALEE SAND
54	ST. JOHNS SAND
55	ST. JOHNS SAND, DEPRESSIONAL
56	ST. LUCIE FINE SAND, 0 TO 5 PERCENT SLOPES
57	ST. LUCIE FINE SAND, 5 TO 12 PERCENT SLOPES

PROJECT SITE LOCATED WITHIN ZONE "X"
(AREA OF MINIMAL FLOOD HAZARD)

FEMA FIRM MAP
MAP NUMBER: 12009C0320G
REVISED: MARCH 17, 2014

TREE LEGEND

- CYPRUS TREE
- HOLLY TREE
- MAPLE TREE
- PALM TREE
- PINE TREE
- OAK TREE

SEE SHEET 2 FOR ADDITIONAL SYMBOL LEGENDS AND ABBREVIATIONS

1. GAS EASEMENT (ORB 599, PG 315)
2. SEWER/FORCE MAIN EASEMENT (ORB 3372, PG 4486) (ORB 5557, PG 4594)
3. TELEPHONE LINE EASEMENT (ORB 3387, PG 3308)
4. WATER/REUSE EASEMENT (ORB 5510, PG 1779)
5. INGRESS/EGRESS, WATER, SEWER, REUSE EASEMENT (PB 57, PG 87)

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

60 0 30 60
(IN FEET)
VERTICAL DATUM: NAVD88

1	
2	
3	
4	
5	
6	
7	
1 CITY COMMENTS	01/28/21
2 CITY COMMENTS	10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE
CIRRUS

SHEET TITLE
EXISTING CONDITIONS PLAN

PROJECT NO.
11545

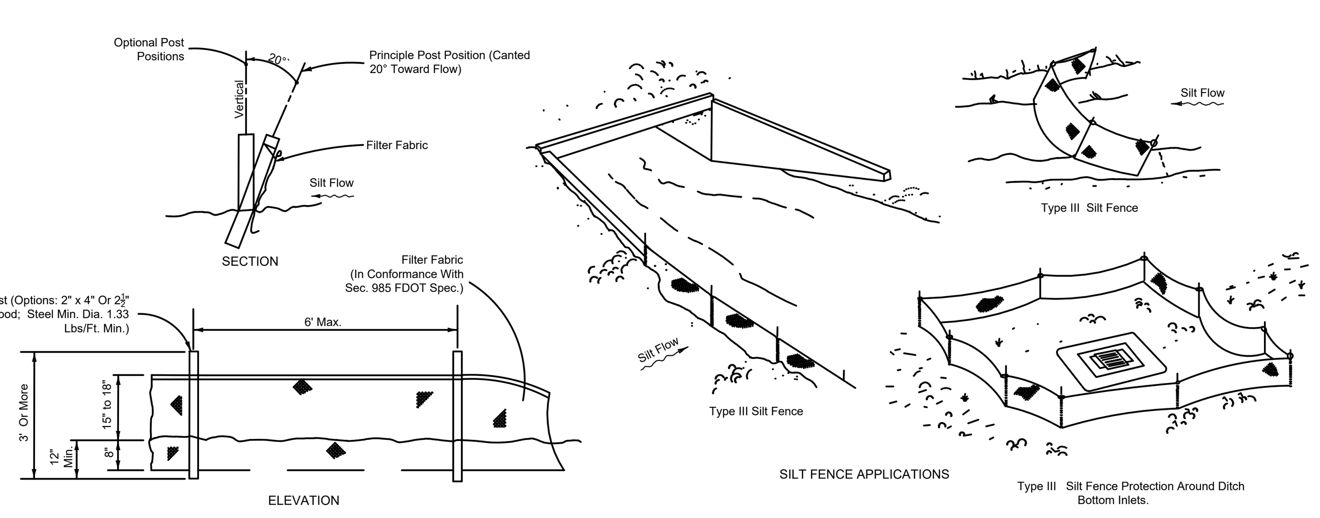
DRAWING NO.
11545_400_003

SHEET
3 of 19

Soil data provided by: Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Soil Survey Geographic (SSURGO) Database for Brevard County, Florida.

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

H:\Projects Folder\11540\Drawings\11545_400\11545_400_003.dwg January 29, 2021 10:14:25 AM DB



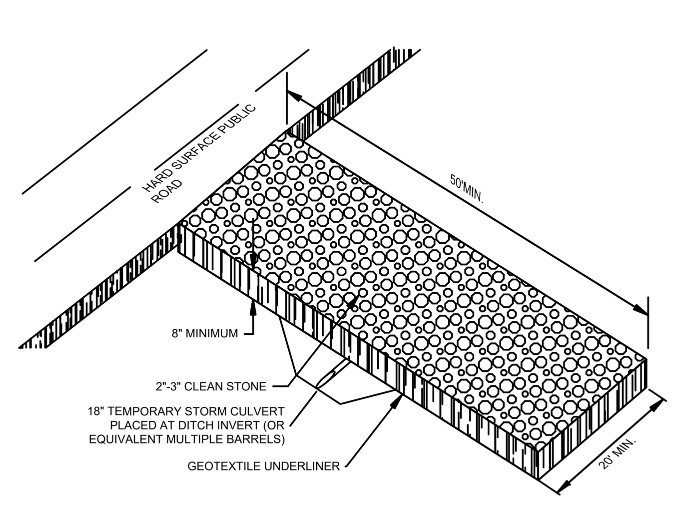
Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

TYPICAL SILT FENCE

N.T.S.

FIGURE 1

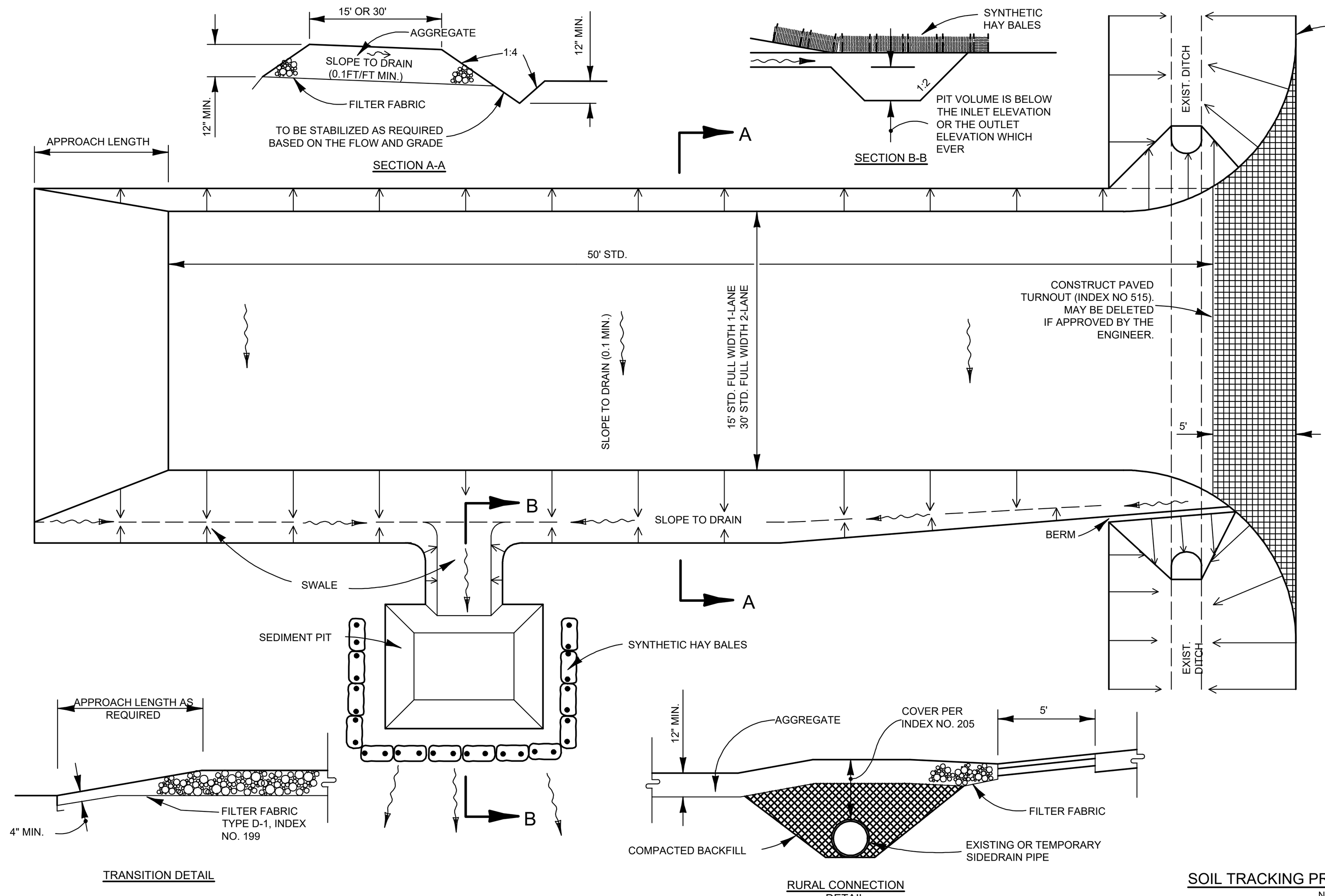
Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).



CONSTRUCTION ENTRANCE

NTS

FIGURE 2



GENERAL NOTES

1. A SOIL TRACKING PREVENTION DEVICE (STPD) SHALL BE CONSTRUCTED AT LOCATION DESIGNATED BY THE ENGINEER FOR POINTS OF EGRESS FROM UNSTABILIZED AREAS OF THE PROJECT TO PUBLIC ROADS WHERE OFFSITE TRACKING OF MUD COULD OCCUR. TRAFFIC FROM UNSTABILIZED AREAS OF THE CONSTRUCTION PROJECT SHALL BE DIRECTED THRU A STPD. BARRIERS, FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TP LIMIT AND DIRECT VEHICULAR EGRESS ACROSS STPD.

2. THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ITS USE.

3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STPD AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER.

4. AGGREGATES SHALL BE DESCRIBED IN SECTION 901 EXCLUDING 901-2.3. AGGREGATES SHALL BE FDOT SIZE #1. IF THIS SIZE IS NOT AVAILABLE, THE NEXT AVAILABLE SMALLER SIZE AGGREGATE MAY BE SUBSTITUTED WITH THE APPROVAL OF THE ENGINEER. SIZES CONTAINING EXCESSIVE SMALL AGGREGATE WILL TRACK OFF THE PROJECT AND ARE UNSUITABLE.

5. THE SEDIMENT PIT SHOULD PROVIDE A RETENTION VOLUME OF 3600 CUBIC FEET/ACRE OF SURFACE AREA DRAINING TO THE PIT.
WHEN THE STPD IS ISOLATED FROM OTHER DRAINAGE AREAS, THE FOLLOWING PIT VOLUMES WILL SATISFY THIS REQUIREMENT:
15' X 50' = 100 CU. FT. 30' X 50' = 200 CU. FT.

6. AS AN OPTION TO THE SEDIMENT PIT, THE WIDTH OF THE SWALE BOTTOM CAN BE INCREASED TO OBTAIN THE VOLUME. WHEN THE SEDIMENT PIT OR SWALE VOLUME HAS BEEN REDUCED TO ONE HALF, IT SHALL BE CLEANED. WHEN THE SWALE IS USED, SYNTHETIC HAY BALES OR SILT FENCE SHALL BE PLACED ALONG THE ENTIRE LENGTH.

7. THE SWALE DITCH DRAINING THE STPD SHALL HAVE A 0.2% MINIMUM AND A 0.1% MAXIMUM GRADE ALONG THE STPD AND TO THE SEDIMENT PIT.

8. MITERED AND SECTIONS ARE NOT REQUIRED WHEN THE SIDEDRAIN PIPE SATISFIES THE CLEAR ZONE REQUIREMENTS.

9. THE STPD SHALL BE MAINTAINED IN A CONDITION THAT WILL ALLOW IT TO PERFORM ITS FUNCTION. TO PREVENT OFFSITE TRACKING, THE STPD SHALL BE RINSED (DAILY WHEN IN USE) TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL STABILIZATION OF THE VEHICULAR ROUTE LEADING TO THE STPD MAY BE REQUIRED TO LIMIT THE MUD TRACKED.

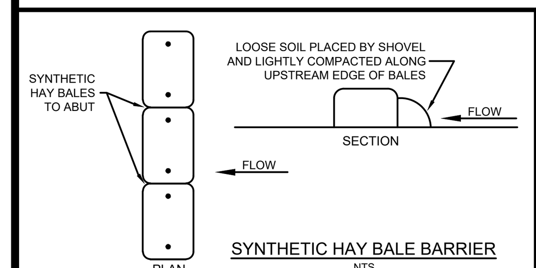
10. A STPD SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR SOIL TRACKING PREVENTION DEVICE, EA. THE UNIT PRICE SHALL CONSTITUTE FULL COMPENSATION FOR CONSTRUCTION, MAINTENANCE, REPLACEMENT OF MATERIALS, REMOVAL, AND RESTORATION OF THE AREA UTILIZED FOR THE STPD; INCLUDING BUT NOT LIMITED TO EXCAVATION, GRADING, TEMPORARY PIPE (INCLUDING MES WHEN REQUIRED), FILTER FABRIC, AGGREGATE, PAVED TURNOUT (INCLUDING ASPHALT AND BASE CONSTRUCTION), DITCH STABILIZATION, APPROACH ROUTE STABILIZATION, SEDIMENT REMOVAL AND DISPOSAL, WATER, RINSING AND CLEANING OF THE STPD AND CLEANING OF THE PUBLIC ROADS, GRASSING AND SOD, SYNTHETIC HAY BALES SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR HAY OR STRAW BAILED, EA. SILT FENCE SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE, LF.

11. THE NOMINAL SIZE OF A STANDARD STPD IS 15' X 50' UNLESS OTHERWISE SHOWN IN THE PLANS. IF THE VOLUMES OF ENTERING AND EXITING VEHICLES WARRANT, A 30' WIDTH STPD MAY BE USED IF APPROVED BY THE ENGINEER, WHEN A DOUBLE WIDTH (30') STPD IS USED, THE PAY QUANTITY SHALL BE 2 FOR EACH LOCATION.

SOIL TRACKING PREVENTION DEVICE

NTS

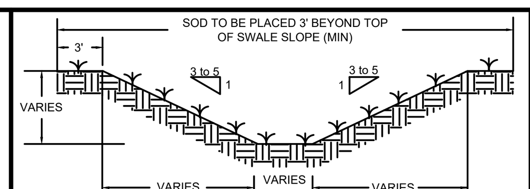
FIGURE 2A



SYNTHETIC HAY BALE BARRIER

NTS

FIGURE 3

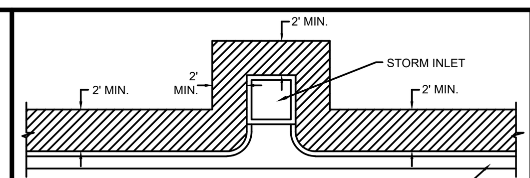


(TO BE USED FOR ANY TEMPORARY SWALES REQUIRED DURING CONSTRUCTION)
NOTE: SLOPES SHALL BE 3 TO 5 UNLESS OTHERWISE NOTED (TYP)

TYPICAL SWALE SECTION

N.T.S.

FIGURE 4

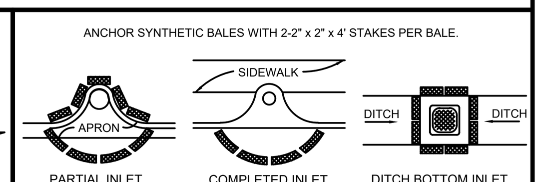


SOD ALONG CURB AND AROUND INLET

N.T.S.

FIGURE 5

ANCHOR SYNTHETIC BALES WITH 2-2" x 2" x 4' STAKES PER BALE.



PROTECTION AROUND INLETS OR SIMILAR STRUCTURES:SYNTHETIC HAY BALES

N.T.S.

FIGURE 6

NOTE: SEE ** STORMWATER MANAGEMENT CRITERIA FOR MINIMUM STANDARDS.

THIS PLAN IS INTENDED TO COMPLY WITH APPROPRIATE CONDITIONS OF THE BREVARD COUNTY LAND DEVELOPMENT REGULATIONS, THE RULES OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, CHAPTER 17-25, F.A.C., AND THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT, DURING ALL CONSTRUCTION ACTIVITIES. THE PLAN ADDRESSES THE FOLLOWING AREAS:

1. GENERAL EROSION CONTROL
2. PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION.
3. CONTROL OF WIND EROSION.

THE VARIOUS TECHNIQUES OR ACTIONS IDENTIFIED UNDER EACH SECTION INDICATE THE APPROPRIATE SITUATION WHEN THE TECHNIQUES SHOULD BE EMPLOYED. ALSO IDENTIFIED IS A CROSS-REFERENCE TO A DIAGRAM OR FIGURE REPRESENTING THE TECHNIQUE.

IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BMP(S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS REQUIRED BY NPDES AND AS NECESSARY FOR EACH SPECIFIC APPLICATION.

SECTION 1 GENERAL EROSION CONTROL

GENERAL EROSION CONTROL BMP'S SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND POTENTIAL LAKE SLOPE CAVE-INS. WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EMPLOYED AS SOON AS POSSIBLE DURING CONSTRUCTION ACTIVITIES.

CLEARED SITE DEVELOPMENT AREAS NOT CONTINUALLY SCHEDULED FOR CONSTRUCTION ACTIVITIES SHALL BE COVERED WITH HAY OR OVER SEEDED AND PERIODICALLY WATERED SUFFICIENTLY TO STABILIZE THE TEMPORARY GROUND COVER.

SLOPES OF BANKS OF RETENTION / DETENTION PONDS SHALL BE CONSTRUCTED NOT STEEPER THAN 3H:1V FROM TOP OF BANK TO TWO FEET BELOW NORMAL WATER LEVEL UNLESS SPECIFIED OTHERWISE.

SOD SHALL BE PLACED IN A MINIMUM OF A 2- FOOT WIDE STRIP ADJOINING ALL CURBING AND AROUND ALL INLETS AS SHOWN IN FIGURE 5 OR AS REQUIRED BY THE LANDSCAPE PLAN OR CONTRACT DOCUMENTS. SOD SHALL BE PLACED BEFORE SILT BARRIERS, SHOWN IN FIGURE 8, ARE REMOVED.

SECTION 2 PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION.

SURFACE WATER QUALITY SHALL BE MAINTAINED BY EMPLOYING, AT A MINIMUM, THE FOLLOWING BMP'S AND OTHER MEASURES AS REQUIRED IN THE PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS.

WHERE PRACTICAL, STORM WATER SHALL BE CONVEYED BY SWALES.

EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY. WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THE FOLLOWING MEASURES SHALL BE UTILIZED AS A MINIMUM.

IN GENERAL EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.

STORM WATER INLETS SHALL BE PROTECTED DURING CONSTRUCTION AS SHOWN IN FIGURES 5,6, AND 8. PROTECTION MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICAL DURING THE VARIOUS STAGES OF INLET CONSTRUCTION. SILT BARRIERS SHALL REMAIN IN PLACE UNTIL SODDING AROUND INLETS IS COMPLETE OR AS OTHERWISE REQUIRED.

HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORM WATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTOR SHALL PROVIDE BROAD DIKES, SYNTHETIC HAY BALES OR SILT SCREENS AROUND, AND SEDIMENT SUMPS WITHIN, SUCH AREAS AS REQUIRED TO CONTAIN SPILLS OF OIL, GREASE OR LUBRICANTS. CONTRACTORS SHALL HAVE AVAILABLE AND SHALL USE ABSORBENT FILTER PADS OR OTHER METHODS TO CLEAN UP SPILLS AS SOON AS POSSIBLE AFTER OCCURRENCE.

SILT BARRIERS SHALL BE ERECTED AS SHOWN PRIOR THE INITIATION OF CLEARING OR EARTHWORK AND SHALL REMAIN UNTIL VEGETATIVE COVER OR ALL DISTURBED AREAS HAVE BEEN ESTABLISHED OR AS REQUIRED BY THE OWNER. SILT BARRIERS SHALL BE CONTINUOUSLY MAINTAINED FOR ENTIRE PROJECT DURATION. SILT BARRIERS SHALL NOT BE REMOVED UNTIL APPROVED BY THE OWNER. SILT BARRIERS, ANY SILT WHICH ACCUMULATES BEHIND THE BARRIERS, AND ANY FILL USED TO ANCHOR THE BARRIERS SHALL BE REMOVED PROMPTLY AFTER THE END OF THE MAINTENANCE PERIOD SPECIFIED FOR THE BARRIERS.

WHERE REQUIRED TO PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE AND IN THE ABSENCE OF AN ACCEPTABLE TEMPORARY LAKE OR SUMP AREA, A TEMPORARY SUMP SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED ON THE GROUND DRAINING TO THE SUMP.

SECTION 3 CONTROL OF WIND EROSION

WIND EROSION SHALL BE CONTROLLED BY EMPLOYING BMP'S WHICH SHALL INCLUDE THE FOLLOWING AND/OR OTHER METHODS AS A MINIMUM:

BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.

AS SOON AS PRACTICAL AFTER COMPLETION OF CONSTRUCTION, BARE EARTH AREAS SHALL BE VEGETATED.

AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS MAY INCLUDE ERECTION OF DUST CONTROL FENCES. IF REQUIRED, DUST CONTROL FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAIL FOR A SILT FENCE SHOWN IN FIGURE 1 EXCEPT THE MINIMUM HEIGHT SHALL BE 4 FEET.

SWPPP COORDINATOR DUTIES

THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING AND ALL OTHER REQUIREMENTS OF THE EPA, FDEP, SJRWMD, AND BREVARD COUNTY REGULATIONS:

1. MAINTAIN RECORDS OF CONSTRUCTION ACTIVITIES, INCLUDING:
   DATES WHEN MAJOR GRADING ACTIVITIES OCCUR.
   DATES WHEN CONSTRUCTION ACTIVATES TEMPORARILY CEASE ON A PORTION OF THE SITE.
   DATES WHEN STABILIZATION MEASURES ARE INITIATED ON SITE.
   RECORDS MUST BE MAINTAINED AT THE JOB SITE.
2. PREPARE INSPECTION REPORTS SUMMARIZING:
   QUALIFICATIONS OF INSPECTOR.
   DAILY RAINFALL TOTALS.
   MEASURES/AREAS INSPECTED.
   CHANGES NECESSARY TO THE SWPPP.
   INSPECTIONS SHALL BE COMPLETED ON A WEEKLY BASIS; AND AFTER RAINFALL EVENTS EXCEEDING 1/2" INTENSITY.
3. A SAMPLE INSPECTION FORM SHALL BE SUPPLIED TO THE CONTRACTOR FOR HIS USE. CONTRACTOR MUST UTILIZE THIS INSPECTION FORM OR AN APPROVED EQUIVALENT.
4. CONTRACTOR MUST EXECUTE NPDES CERTIFICATION FORM AND INSURE THAT ALL SUBCONTRACTORS RESPONSIBLE FOR EROSION CONTROL MEASURES EXECUTE THE NPDES CERTIFICATION FORM. COPIES OF THIS CERTIFICATION MUST BE PROVIDED TO THE OWNER PRIOR TO THE START OF ANY NEW CONSTRUCTION, AND COPIES SHALL BE MAINTAINED AT THE JOB SITE.
5. REPORT RELEASES OF REPORTABLE QUANTITIES OF OIL OR HAZARDOUS MATERIALS (IF THEY OCCUR):
   NOTIFY NATIONAL RESPONSE CENTER @ 1-800-424-8802.
   NOTIFY PERMITTING AUTHORITY IN WRITING WITHIN 14 DAYS.
   MODIFY THE POLLUTION PREVENTION PLAN TO INCLUDE IMPROVED MANAGEMENT CONTROLS.
6. MODIFY THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AS NECESSARY TO:
   COMPLY WITH MINIMUM PERMIT REQUIREMENTS WHEN NOTIFIED BY THE EPA, ADDRESS CHANGES IN DESIGN, CONSTRUCTION OPERATION OR MAINTENANCE WHICH HAVE AN AFFECT ON THE POTENTIAL FOR DISCHARGE OF POLLUTANTS INTO STATE WATERS.
   PREVENT REOCCURRENCE OF REPORTABLE QUANTITY RELEASES HAZARDOUS MATERIAL, OIL, AND OR FUEL.
7. AT THE COMPLETION OF THE PROJECT AND AS A CONDITION OF FINAL PAYMENT, CONTRACTOR SHALL PROVIDE THE OWNER WITH TWO COPIES OF THE THE ABOVE DESCRIBED REPORTS IN A CONSOLIDATED REPORT FORMAT; THREE RING BINDERS OR EQUIVALENT.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING AND MAINTAINING A COPY OF DEP DOCUMENT NO. 62-621.300(4)(A). THIS PERMIT IS THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES THAT DISTURB ONE OR MORE ACRES OF LAND.
9. ALL FERTILIZERS, HERBICIDES, AND PESTICIDES TO BE APPLIED, STORED, AND DISPOSED OF PER THE MANUFACTURER RECOMMENDATIONS.
10. CONTRACTOR IS RESPONSIBLE TO ASSURE THAT ALL WASTE, SUCH AS DISCARDED BUILDING MATERIALS, CHEMICALS, LITTER, AND SANITARY WASTE ARE PROPERLY CONTROLLED AND DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE STATE, LOCAL, AND FEDERAL REGULATIONS.

GENERAL MAINTENANCE PLAN

THE FOLLOWING MAINTENANCE PLAN IS GENERAL IN NATURE AND IS INTENDED TO PROVIDE A GUIDELINE FOR THE CONTRACTOR. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLETE THE PROJECT IN CONFORMANCE WITH THE NPDES STANDARDS AND APPROVED PLANS AND PERMITS.

SHORT TERM:

1. ALL EROSION CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY 1/2" RAINFALL EVENT, BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ALL NEEDED REPAIRS WILL BE RECORDED AND MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
2. SEDIMENT BUILDUP WILL BE CLOSELY MONITORED AND REMOVED FROM INLET PROTECTION DEVICES TO ENSURE PROPER MANAGEMENT AND STORAGE CAPACITIES. SEDIMENT CONTROL DEVICES SHALL BE CLEANED OR REPLACED WHEN THE SEDIMENT CONTROL NO LONGER WORKS EFFECTIVELY AS DESIGNED.
3. THE SEDIMENT CONTROLLING SILT FENCE SHALL BE MAINTAINED AND/OR REPLACED AS NECESSARY TO MAINTAIN A BARRIER.
4. ALL SEEDED AREAS SHALL BE RESEEDED AS NECESSARY, AND MULCHED ACCORDING TO SPECIFICATIONS IN THE VEGETATIVE PLAN TO MAINTAIN A VEGETATIVE COVER, ADEQUATE TO PREVENT EROSION TO OFFSITE AREAS.
5. AS NEEDED, NEW OR ADDITIONAL WORKERS WILL BE INFORMED OF THE PLAN DETAILS IN THE OPERATION AND MAINTENANCE OF PLAN FEATURES.

LONG TERM:

1. ALL VEGETATED AREAS WILL BE MAINTAINED IN ADEQUATE CONDITION TO PROVIDE PROPER GROUND COVER, THEREBY REDUCING EROSION POTENTIAL.
2. AREAS WHERE VEGETATION IS LOST WILL BE RESTABILIZED AND MAINTAINED AS NECESSARY TO RESTORE PROPER GROUND COVER.
3. STRUCTURAL MEASURES WILL BE EXAMINED AT LEAST ANNUALLY AND MAINTENANCE PERFORMED AS NEEDED.

GENERAL CONSTRUCTION SEQUENCING PLAN

THE FOLLOWING CONSTRUCTION SEQUENCING IS GENERAL IN NATURE AND IS INTENDED TO PROVIDE A GUIDELINE FOR THE CONTRACTOR. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLETE THE PROJECT IN CONFORMANCE WITH THE NPDES STANDARDS AND APPROVED PLANS AND PERMITS.

1. OBTAIN PLAN APPROVAL AND OTHER APPLICABLE PERMITS.
2. FLAG THE WORK LIMITS OF CONSTRUCTION AND IDENTIFY AREAS NOT TO BE DISTURBED.
3. HOLD PRE CONSTRUCTION CONFERENCE AT LEAST ONE WEEK PRIOR TO STARTING CONSTRUCTION. WEEKLY REVIEWS OF EROSION, SEDIMENT, AND STORM WATER CONTROLS WILL BE CONDUCTED. REVIEWS WILL ALSO BE CONDUCTED WITHIN 24 HOURS FOLLOWING ALL RAIN EVENTS EXCEEDING 1/2" INTENSITY.
4. INSTALL SEDIMENT CONTROLS AS THE FIRST CONSTRUCTION ACTIVITY.
5. INSTALL STORM DRAIN WITH STABILIZED INLET PROTECTION AT THE CONSTRUCTION ENTRANCE/EXIT.
6. INSTALL TEMPORARY STABILIZED CONSTRUCTION ENTRANCE/EXIT.
7. COMPLETE SITE CLEARING EXCEPT FOR AREAS DESIGNATED NOT TO BE DISTURBED.
8. ROUGH GRADE SITE, STOCKPILE TOPSOIL, CONSTRUCT WATERWAYS, INSTALL CULVERTS AND OUTLET PROTECTION (INSTALL SEDIMENT CONTROLS AND SILT FENCING AS NEEDED).
   BARE AREAS OF EXPOSED LAND SHALL BE MULCHED AND SEEDED ONCE GRADING HAS BEEN COMPLETED.
9. FINISH THE SLOPES AROUND BUILDING DIRT PADS AS SOON AS ROUGH GRADING IS COMPLETE.
10. COMPLETE FINAL GRADING FOR ROADS AND STABILIZE WITH APPROVED MATERIAL.
11. COMPLETE FINAL GRADING OF GROUNDS, TOPSOIL CRITICAL AREAS, AND PERMANENTLY VEGETATE, LANDSCAPE, AND MULCH.
12. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE INSPECTED WEEKLY AND FOLLOWING 1/2" RAINFALL EVENTS. NEEDED REPAIRS WILL BE RECORDED WITHIN 24 HOURS, AND CORRECTED IMMEDIATELY.
13. AFTER SITE IS STABILIZED, REMOVE ALL TEMPORARY MEASURES AND INSTALL PERMANENT VEGETATION ON THE DISTURBED AREAS.

SPECIAL NOTICE:

THE CERTIFICATIONS BELOW ARE INCLUDED FOR INFORMATIONAL PURPOSES ONLY. OFFICIAL EXECUTED CERTIFICATIONS ARE KEPT IN THE PROJECT FILE.

CONTRACTORS CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER."

NAME:...______________________________
TITLE:..______________________________
COMPANY NAME:........................______________________________
COMPANY ADDRESS:.................______________________________

COMPANY PHONE #:.................(___) ___-____
PROJECT SITE DESCRIPTION:....

SIGNATURE:____

DATE OF CERTIFICATION:________________________________

ENGINEERS CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

NAME:... Scott M. Glaubitz, P.E./Hassan Kamal, P.E.
TITLE:... President/Vice President
COMPANY NAME...................... B.S.E. Consultants, Inc.
COMPANY ADDRESS:.............. 312 S. Harbor City Blvd., Suite 4
Melbourne, Florida 32901
COMPANY PHONE #:.................(321) 725-3674
PROJECT SITE DESCRIPTION:....

SIGNATURE:______________________________________

DATE OF CERTIFICATION:___________________________

CORPORATE OFFICERS CERTIFICATION

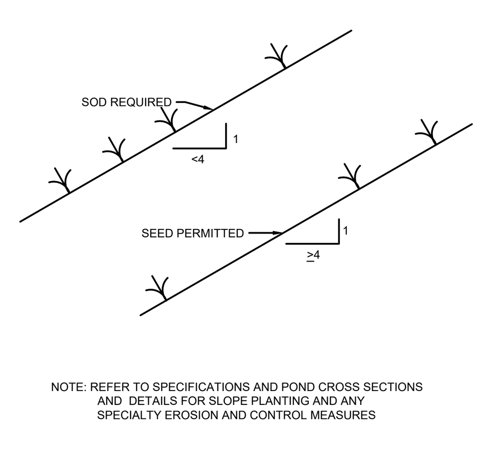
"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

NAME:..
TITLE:...
COMPANY NAME.........................
COMPANY ADDRESS:..................

COMPANY PHONE #:.................
PROJECT SITE DESCRIPTION:....

SIGNATURE:______________________________________

DATE OF CERTIFICATION:___________________________

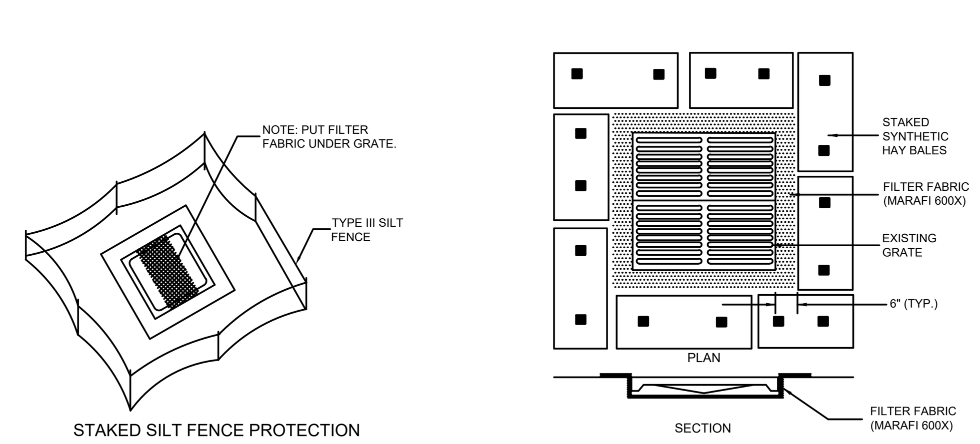


NOTE: REFER TO SPECIFICATIONS AND POND CROSS SECTIONS AND DETAILS FOR SLOPE PLANTING AND ANY SPECIALTY EROSION AND CONTROL MEASURES

GRASS SLOPES

N.T.S.

FIGURE 7



SEDIMENT CONTROL DETAIL

NTS

FIGURE 8

NON-SYNTHETIC HAY BALES SHALL NOT BE PERMITTED

GENERAL SITE INFORMATION

SITE DESCRIPTION:
DEVELOPMENT OF A 280 UNIT MULTI-FAMILY PROJECT

TOTAL AREA:
±15.74 ACRES

DISTURBED AREA:
±9.5 ACRES

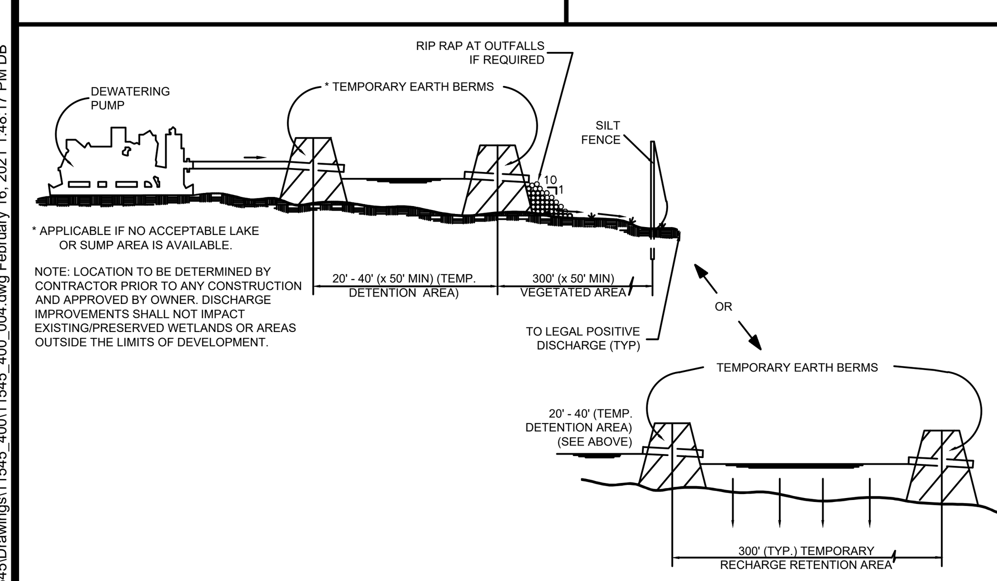
QUALITY RECEIVING SURFACE WATERS AND WETLANDS:
EXISTING STORM WATER POND WITH DISCHARGE TO FDOT DITCH

EXISTING SOIL TYPES:
IMMOKOLEE, ST JOHNS AND ST LUCIE SANDS

STORM WATER POLLUTION PREVENTION MEASURES & CONTROLS:
THERE ARE A VARIETY OF CONTROLS PROPOSED FOR THIS SITE. SOME CONTROLS ARE INTENDED TO FUNCTION TEMPORARILY AND WILL BE USED AS NEEDED FOR POLLUTANT CONTROL. THESE INCLUDE TEMPORARY SEDIMENT BARRIERS AND SILT FENCES. FOR MOST DISTURBED AREAS, PERMANENT STABILIZATION WILL BE ACCOMPLISHED BY COVERING THE SOIL WITH PAVEMENT OR VEGETATION.

SOIL STABILIZATION:
THE PURPOSE OF SOIL STABILIZATION IS TO PREVENT SOIL FROM LEAVING THE SITE. IN THE NATURAL CONDITION, SOIL IS STABILIZED BY NATIVE VEGETATION. THE PRIMARY TECHNIQUES TO BE USED AT THIS PROJECT FOR STABILIZATION AFTER CONSTRUCTION WILL BE TO PROVIDE PROTECTIVE TURF GRASS OR PAVEMENT.

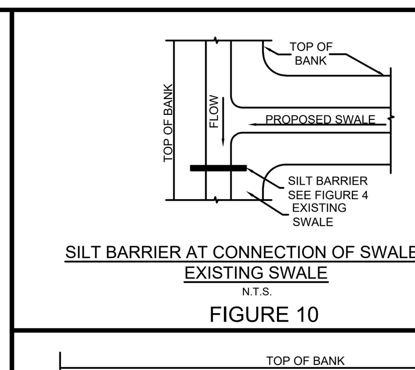
NOTES:
ACCESS SHALL BE PROVIDED BY AN UNOBSTRUCTED ALL WEATHER DRIVING SURFACE CAPABLE OF SUPPORTING THE LOADS IMPOSED BY RESPONDING APPARATUS OF NOT LESS THAN 20 FEET AND SHALL BE MAINTAINED DURING CONSTRUCTION (SEE FIGURE 2). THE LOCATION OF EROSION CONTROL FEATURES SHOWN ON THIS PLAN REPRESENTS MINIMUM REQUIREMENTS. DEPENDING UPON THE CONTRACTORS OPERATIONS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO INSTALL AND MAINTAIN ANY NECESSARY EROSION CONTROL FACILITIES NEEDED TO CONTROL EROSION OR THE DISCHARGE OF TURBIDITY INTO DOWNSTREAM WATERS OR ADJACENT PROPERTY.



TYPICAL DEWATERING DISCHARGE PLAN

NTS

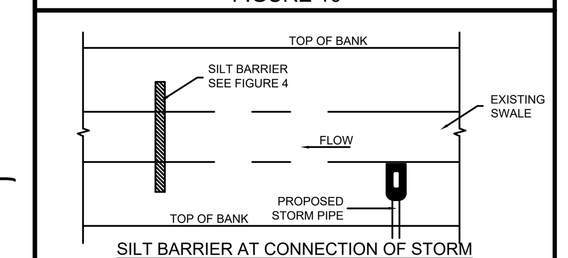
FIGURE 9



SILT BARRIER AT CONNECTION OF SWALE TO EXISTING SWALE

N.T.S.

FIGURE 10

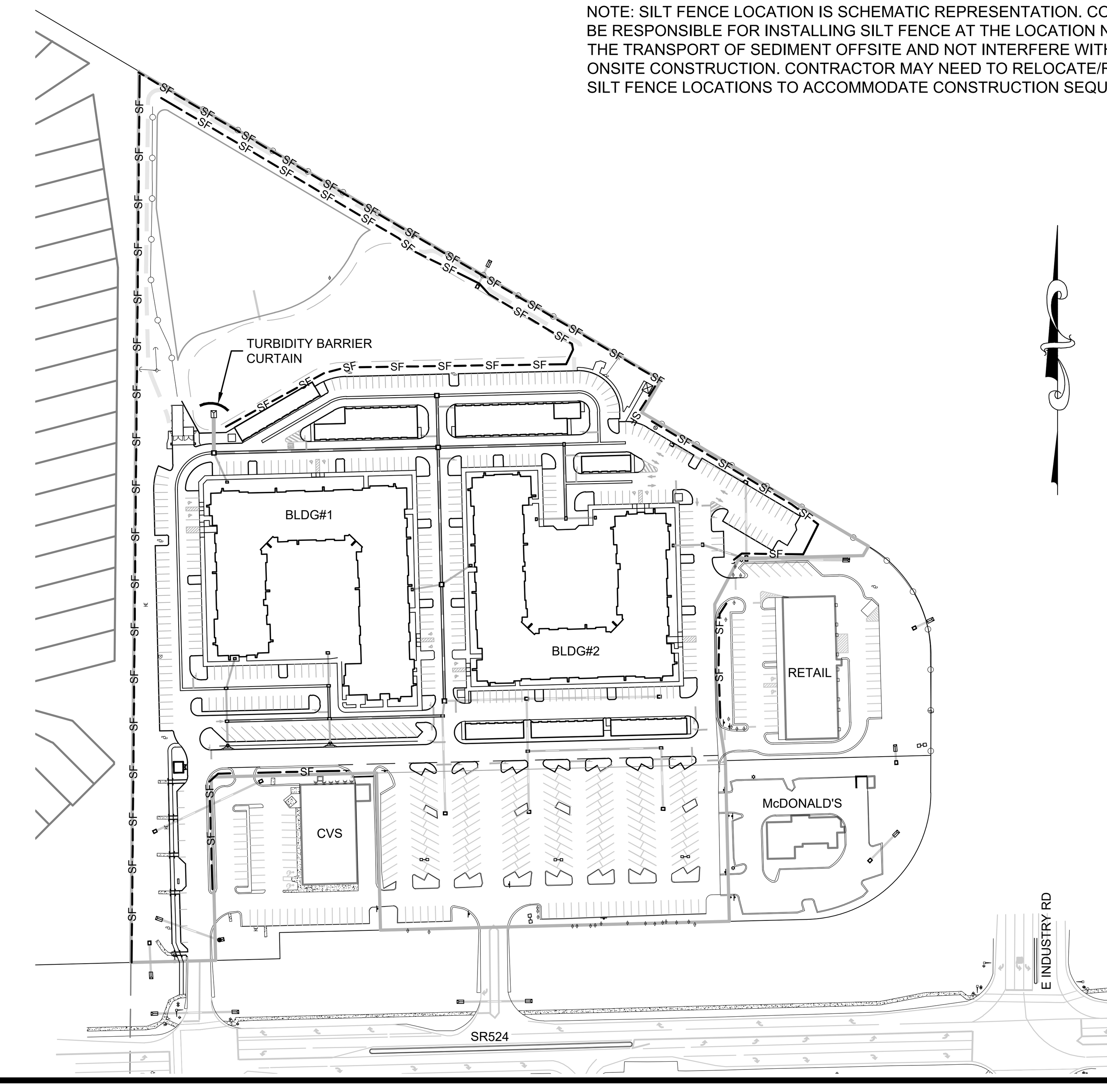


SILT BARRIER AT CONNECTION OF STORM PIPE TO EXISTING SWALE

N.T.S.

FIGURE 11

NOTE: SILT FENCE LOCATION IS SCHEMATIC REPRESENTATION. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING SILT FENCE AT THE LOCATION NEEDED TO PREVENT THE TRANSPORT OF SEDIMENT OFFSITE AND NOT INTERFERE WITH THE REQUIRED ONSITE CONSTRUCTION. CONTRACTOR MAY NEED TO RELOCATE/REPLACE/ADJUST SILT FENCE LOCATIONS TO ACCOMMODATE CONSTRUCTION SEQUENCING.



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

9		
8		
7		
6		
5		
4		
3		
2	CITY COMMENTS	01/28/21
1	CITY COMMENTS	10/30/20

DATE: 08/31/20
DESIGN/DRAWN: ALS/DRB

PROJECT TITLE
CIRRUS

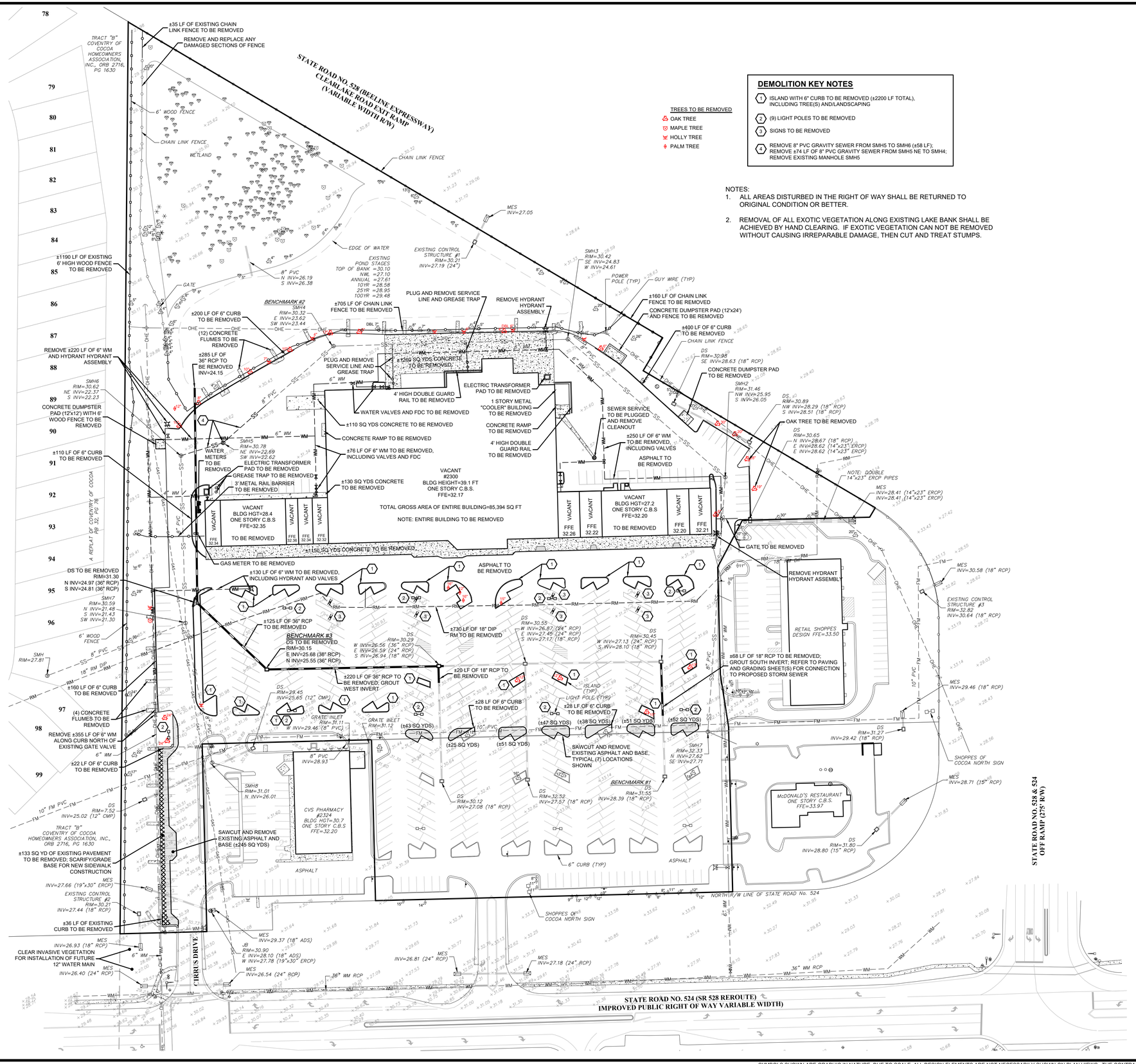
SHEET TITLE
STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

PROJECT NO.
11545

DRAWING NO.
11545_400_004

SHEET
4 of 19

H:\Projects Folder\11545\Drawings\11545_400\11545_400_004.dwg February 16, 2021 1:48:17 PM DB



TREES TO BE REMOVED
- OAK TREE
- MAPLE TREE
- HOLLY TREE
- PALM TREE

DEMOLITION KEY NOTES

1. ISLAND WITH 6" CURB TO BE REMOVED (±2200 LF TOTAL), INCLUDING TREE(S) AND/LANDSCAPING
2. (9) LIGHT POLES TO BE REMOVED
3. SIGNS TO BE REMOVED
4. REMOVE 8" PVC GRAVITY SEWER FROM SMH5 TO SMH6 (±58 LF); REMOVE ±74 LF OF 8" PVC GRAVITY SEWER FROM SMH5 NE TO SMH4; REMOVE EXISTING MANHOLE SMH5

NOTES:
1. ALL AREAS DISTURBED IN THE RIGHT OF WAY SHALL BE RETURNED TO ORIGINAL CONDITION OR BETTER.
2. REMOVAL OF ALL EXOTIC VEGETATION ALONG EXISTING LAKE BANK SHALL BE ACHIEVED BY HAND CLEARING. IF EXOTIC VEGETATION CAN NOT BE REMOVED WITHOUT CAUSING IRREPARABLE DAMAGE, THEN CUT AND TREAT STUMPS.

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

60 0 30 60
(IN FEET)
VERTICAL DATUM: NAVD88

1	
2	
3	
4	
5	
6	
7	
1 CITY COMMENTS	01/28/21
2 CITY COMMENTS	10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE
CIRRUS

SHEET TITLE
DEMOLITION PLAN

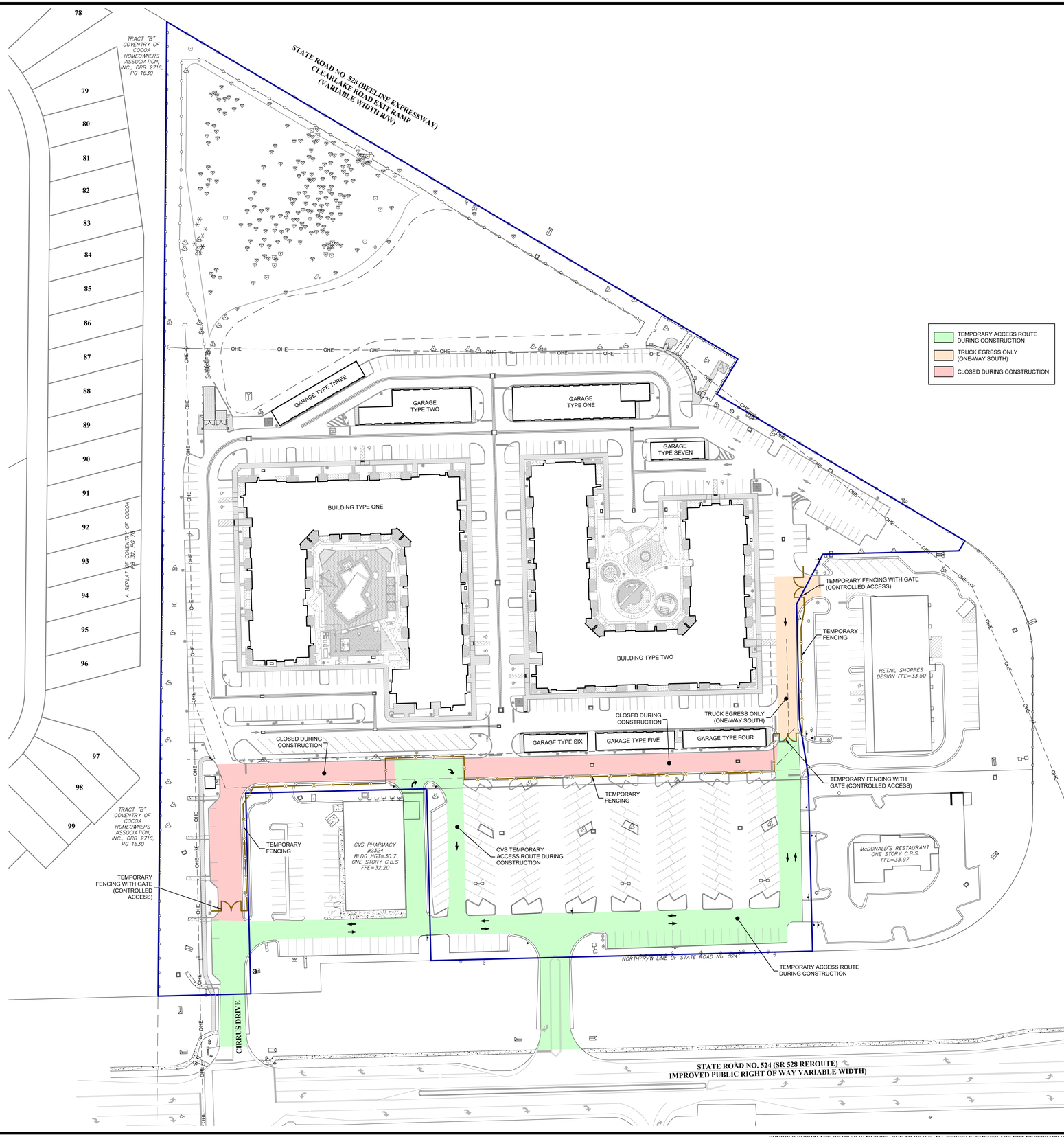
PROJECT NO.
11545

DRAWING NO.
11545_400_005

SHEET
5 of 19

H:\Projects Folder\11545\Drawings\11545_400\11545_400_005.dwg February 10, 2021 2:22:25 PM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

60 0 30 60
(IN FEET)
VERTICAL DATUM: NAVD88

1	
2	
3	
4	
5	
6	
7	
1 CITY COMMENTS	01/28/21
2 CITY COMMENTS	10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE

CIRRUS

SHEET TITLE

MAINTENANCE OF TRAFFIC (MOT) DURING CONSTRUCTION

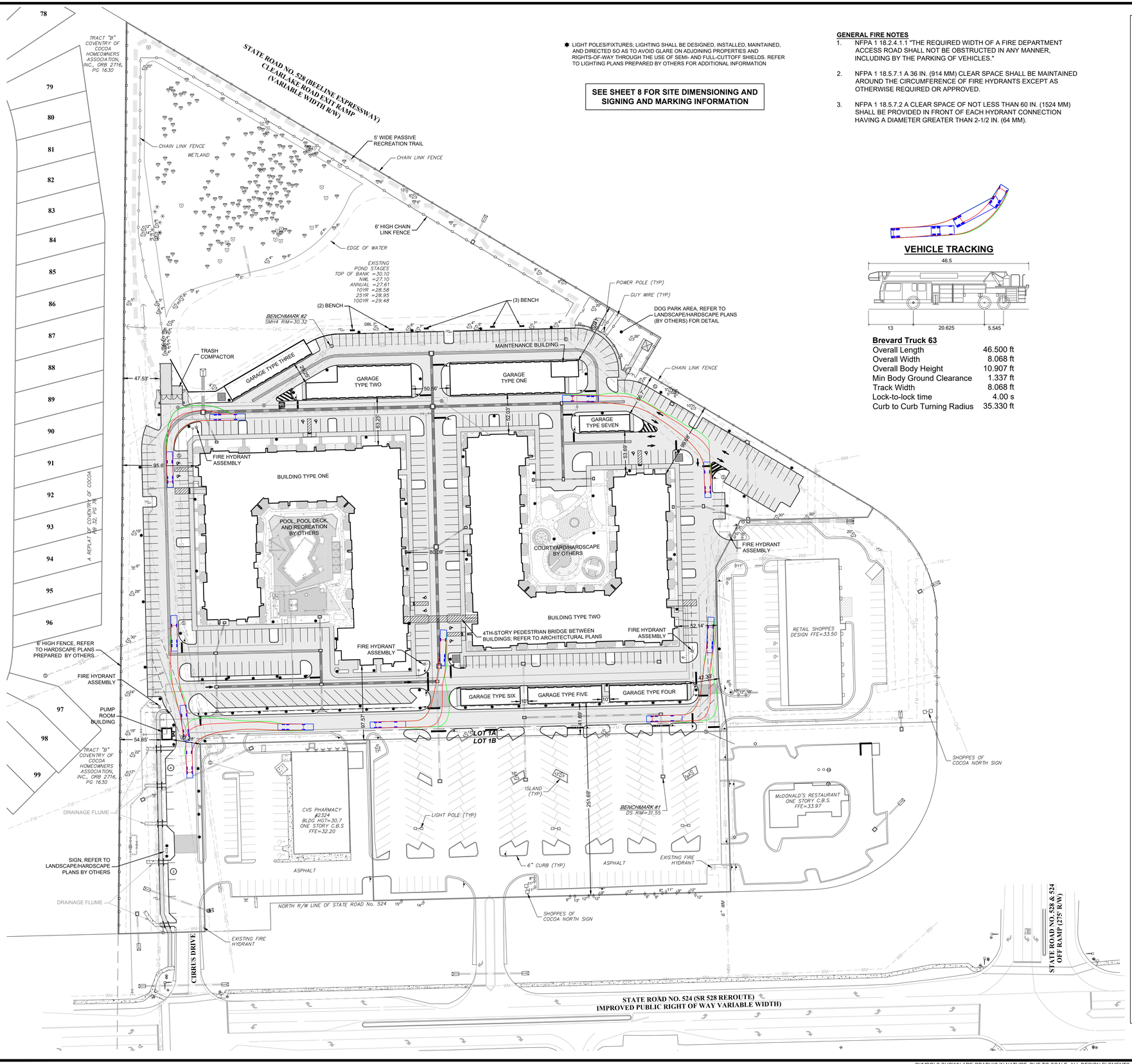
PROJECT NO.
11545

DRAWING NO.
11545_400_006

SHEET
6 of 19

H:\Projects Folder\11545\Drawings\11545_400\11545_400_006.dwg February 16, 2021 1:52:20 PM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



* LIGHT POLES/FIXTURES; LIGHTING SHALL BE DESIGNED, INSTALLED, MAINTAINED, AND DIRECTED SO AS TO AVOID GLARE ON ADJOINING PROPERTIES AND RIGHTS-OF-WAY THROUGH THE USE OF SEMI- AND FULL-CUTTOFF SHIELDS. REFER TO LIGHTING PLANS PREPARED BY OTHERS FOR ADDITIONAL INFORMATION

SEE SHEET 8 FOR SITE DIMENSIONING AND SIGNING AND MARKING INFORMATION

GENERAL FIRE NOTES

1. NFPA 1 18.2.4.1.1 "THE REQUIRED WIDTH OF A FIRE DEPARTMENT ACCESS ROAD SHALL NOT BE OBSTRUCTED IN ANY MANNER, INCLUDING BY THE PARKING OF VEHICLES."
2. NFPA 1 18.5.7.1 A 36 IN. (914 MM) CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS EXCEPT AS OTHERWISE REQUIRED OR APPROVED.
3. NFPA 1 18.5.7.2 A CLEAR SPACE OF NOT LESS THAN 60 IN. (1524 MM) SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION HAVING A DIAMETER GREATER THAN 2-1/2 IN. (64 MM).

VEHICLE TRACKING

Brevard Truck 63	
Overall Length	46.500 ft
Overall Width	8.068 ft
Overall Body Height	10.907 ft
Min Body Ground Clearance	1.337 ft
Track Width	8.068 ft
Lock-to-lock time	4.00 s
Curb to Curb Turning Radius	35.330 ft

ZONING
EXISTING ZONING = GENERAL COMMERCIAL (C-G)
PROPOSED ZONING = MIXED-USE PUD
FUTURE LAND USE = COMMERCIAL

UTILITIES
ALL PROPOSED UTILITIES SHALL BE UNDERGROUND INSTALLATION.

SANITARY SEWER EASEMENTS SHALL BE CENTERED OVER THEIR FINAL AS-BUILT LOCATION.

OVERALL SITE AREA = ±15.74 ACRES
MULTI-FAMILY PARCEL (LOT 1A) = ±13.49 ACRES
COMMERCIAL PARCEL (LOT 1B) = ± 2.25 ACRES
EXISTING STORMWATER LAKE = ± 1.21 ACRES
EXISTING WETLAND/SURROUNDING AREA = ±1.6 ACRES

GROSS SITE AREA = OVERALL SITE AREA (±15.74 AC) - PRESERVATION AREAS (±1.6 AC) = ±14.14 ACRES

BUILDINGS
BUILDING HEIGHTS:
BUILDING TYPES ONE AND TWO TOP RIDGE OF BUILDING ROOF NOT TO EXCEED 57 FEET
GARAGES = 13 FEET MAXIMUM

PROPOSED # OF MULTI-FAMILY UNITS = 280 TOTAL

BUILDING TYPE 1 (WEST) 4 STORIES

1ST FLOOR	=	44,408 SQ FT
2ND FLOOR	=	44,439 SQ FT
3RD FLOOR	=	44,667 SQ FT
4TH FLOOR	=	44,853 SQ FT
TOTAL	=	178,367 SQ FT

FLOOR AREA RATIO = (178,367 / 685,685) = 26.0%

BUILDING TYPE 2 (EAST) 4 STORIES

1ST FLOOR	=	43,728 SQ FT
2ND FLOOR	=	44,444 SQ FT
3RD FLOOR	=	44,696 SQ FT
4TH FLOOR	=	44,959 SQ FT
TOTAL	=	177,827 SQ FT

FLOOR AREA RATIO = (177,827 / 685,685) = 25.9%

GARAGE TYPE ONE	=	6,585 SQ FT
GARAGE TYPE TWO	=	4,860 SQ FT
GARAGE TYPE THREE	=	2,560 SQ FT
GARAGE TYPE FOUR	=	2,125 SQ FT
GARAGE TYPE FIVE	=	2,015 SQ FT
GARAGE TYPE SIX	=	1,625 SQ FT
GARAGE TYPE SEVEN	=	1,396 SQ FT
TOTAL	=	21,166 SQ FT

PUMP ROOM	=	202 SQ FT
TRASH COMPACTOR	=	1,154 SQ FT
POOL PAVILION	=	2,801 SQ FT
TOTAL	=	4,157 SQ FT

LOT 1A IMPERVIOUS AREA

BUILDINGS	= 113,459 SQ FT	2.60 ACRES	19.30%
SIDEWALK/CONCRETE	= 24,245 SQ FT	0.55 ACRES	4.12%
PAVEMENT	= 179,568 SQ FT	4.12 ACRES	30.56%
TOTAL	= 317,272 SQ FT	7.28 ACRES	53.98%

LOT 1A PERVIOUS AREA

GREEN SPACE	= 147,735 SQ FT	3.39 ACRES	25.13%
EXISTING POND	= 53,069 SQ FT	1.21 ACRES	9.03%
EXISTING WETLAND/ SURROUNDING AREA	= 69,701 SQ FT	1.60 ACRES	11.86%
TOTAL	= 270,505 SQ FT	6.21 ACRES	46.02%
LOT 1A TOTAL AREA	= 587,777 SQ FT	13.49 ACRES	100.00%

LOT 1B IMPERVIOUS AREA

CURB/CONCRETE	= 975 SQ FT	0.02 ACRES	0.89%
PAVEMENT	= 84,827 SQ FT	1.95 ACRES	86.67%
TOTAL	= 85,802 SQ FT	1.97 ACRES	87.56%

LOT 1B PERVIOUS AREA

GREEN SPACE	= 12,106 SQ FT	0.28 ACRES	12.44%
LOT 1B TOTAL AREA	= 97,908 SQ FT	2.25 ACRES	100.00%

OPEN SPACE REQUIREMENTS
15% RECREATION SPACE REQUIRED = 2.12 ACRES (14.14 ACRES x15%)
RECREATION SPACE PROVIDED

BUILDING 1		
CLUBHOUSE	= 11,800 SQ FT	= 0.27 ACRES
POOL COURTYARD	= 16,840 SQ FT	= 0.39 ACRES
BUILDING 2		
ROOFTOP LOUNGE/DECK	= 1,651 SQ FT	= 0.04 ACRES
COURTYARD	= 15,463 SQ FT	= 0.35 ACRES
DOG PARK	= 4,800 SQ FT	= 0.11 ACRES
PASSIVE RECREATION TRAIL (5' WIDE)	= 39,525 SQ FT	= 0.91 ACRES
PASSIVE STORMWATER POND AREA	= 5,900 SQ FT	= 0.14 ACRES

TOTAL RECREATION SPACE PROVIDED = 2.2 ACRES > REQUIRED 2.12 ACRES

PARKING
TYPICAL STANDARD PARKING STALL PROVIDED SHALL HAVE A RECTANGULAR AREA A MINIMUM OF 9.5 FEET IN WIDTH AND 18 FEET IN LENGTH.

COMPACT PARKING SPACES ARE PROVIDED AND SHALL HAVE A RECTANGULAR AREA A MINIMUM OF 8.5 FEET IN WIDTH AND 16 FEET IN LENGTH.

THE WIDTH OF PARKING SPACES FOR DISABLED PERSONS SHALL BE IN ACCORDANCE WITH STATE AND FEDERAL REQUIREMENTS.

REQUIRED PARKING

TYPE	# OF UNITS		
EFFICIENCY	20	1 SPACE/UNIT	= 20 SPACES
1 BEDROOM	133	1.5 SPACE/UNIT	= 200 SPACES
2 OR MORE BEDROOM	127	2 SPACE/UNIT	= 254 SPACES
TOTAL	280		= 474 SPACES

PROVIDED PARKING

9'x22' PARALLEL PARKING	=	7
9.5'x18' STANDARD PARKING	=	230
12'x18' HANDICAP PARKING	=	10
8.5'x16' COMPACT PARKING	=	112 (25.5%)
GARAGE UNITS	=	79
TOTAL PARKING PROVIDED	=	438 SPACES
		1.56 SPACES PER UNIT

MINIMUM REQUIRED NUMBER OF HANDICAP STALLS = 9 STALLS
10 PROVIDED HANDICAP STALLS

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

60 0 30 60
(IN FEET)
VERTICAL DATUM: NAVD88

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11 CITY COMMENTS	01/28/21
12 CITY COMMENTS	10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE
CIRRUS

SHEET TITLE
OVERALL SITE PLAN

PROJECT NO.
11545

DRAWING NO.
11545_400_007

SHEET
7 of 19

H:\Projects Folder\11545\Drawings\11545_400\11545_400_007.dwg February 16, 2023 4:14:03 PM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

* LIGHT POLES/FIXTURES; LIGHTING SHALL BE DESIGNED, INSTALLED, MAINTAINED, AND DIRECTED SO AS TO AVOID GLARE ON ADJOINING PROPERTIES AND RIGHTS-OF-WAY THROUGH THE USE OF SEMI- AND FULL-CUTTOFF SHIELDS. REFER TO LIGHTING PLANS PREPARED BY OTHERS FOR ADDITIONAL INFORMATION

TRACT "B" COVENTRY OF COCOA HOMEOWNERS ASSOCIATION, INC., ORB 2716, PG 1630

CHAIN LINK FENCE

EXISTING POND STAGES
TOP OF BANK =30.10
NWL =27.10
ANNUAL =27.61
10YR =28.58
25YR =28.95
100YR =29.48

BENCHMARK #2
SMH4 RIM=30.32

(3) BENCHES

(2) BENCHES

EDGE OF WATER

POWER POLE (TYP)

GUY WIRE (TYP)

STATE ROAD NO. 528 (BEELINE EXPRESSWAY)
CLEARLAKE ROAD EXIT RAMP
(VARIABLE WIDTH R/W)

DOG PARK AREA, REFER TO LANDSCAPE/HARDSCAPE PLANS (BY OTHERS) FOR DETAIL

TRASH COMPACTOR

GARAGE TYPE THREE

GARAGE TYPE TWO

GARAGE TYPE ONE

MAINTENANCE BUILDING

GARAGE TYPE SEVEN

6" YELLOW STRIPE AND 18" YELLOW GORE

WHITE "YIELD" STRIPING

24" STOP BAR AND STOP SIGN (TYP)

6' SIDEWALK

PROVIDE WHITE DIRECTIONAL ARROWS AS SHOWN

BUILDING TYPE ONE

POOL, POOL DECK, AND RECREATION BY OTHERS

COURTYARD/HARDSCAPE BY OTHERS

BUILDING TYPE TWO

RETAIL SHOPPES
DESIGN FFE=33.50

"ONE WAY DO NOT ENTER" SIGN

WHITE DIRECTIONAL ARROW

GARAGE TYPE SIX

GARAGE TYPE FIVE

GARAGE TYPE FOUR

6" HEADER CURB

6" CURB (TYP)

ASPHALT

PUMP ROOM BUILDING

6' HIGH FENCE, REFER TO HARDSCAPE PLANS PREPARED BY OTHERS

CVS PHARMACY
#2324
BLDG HGT=30.7
ONE STORY C.B.S
FFE=32.20

ISLAND (TYP)

BENCHMARK #1
DS RIM=31.55

McDONALD'S RESTAURANT
ONE STORY C.B.S.
FFE=33.97

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

PARKING COUNTERS

STANDARD
COMPACT
GARAGE

30 0 15 30
(IN FEET)

VERTICAL DATUM: NAVD88

1 CITY COMMENTS	01/28/21
1 CITY COMMENTS	10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE

CIRRUS

SHEET TITLE

SITE PLAN

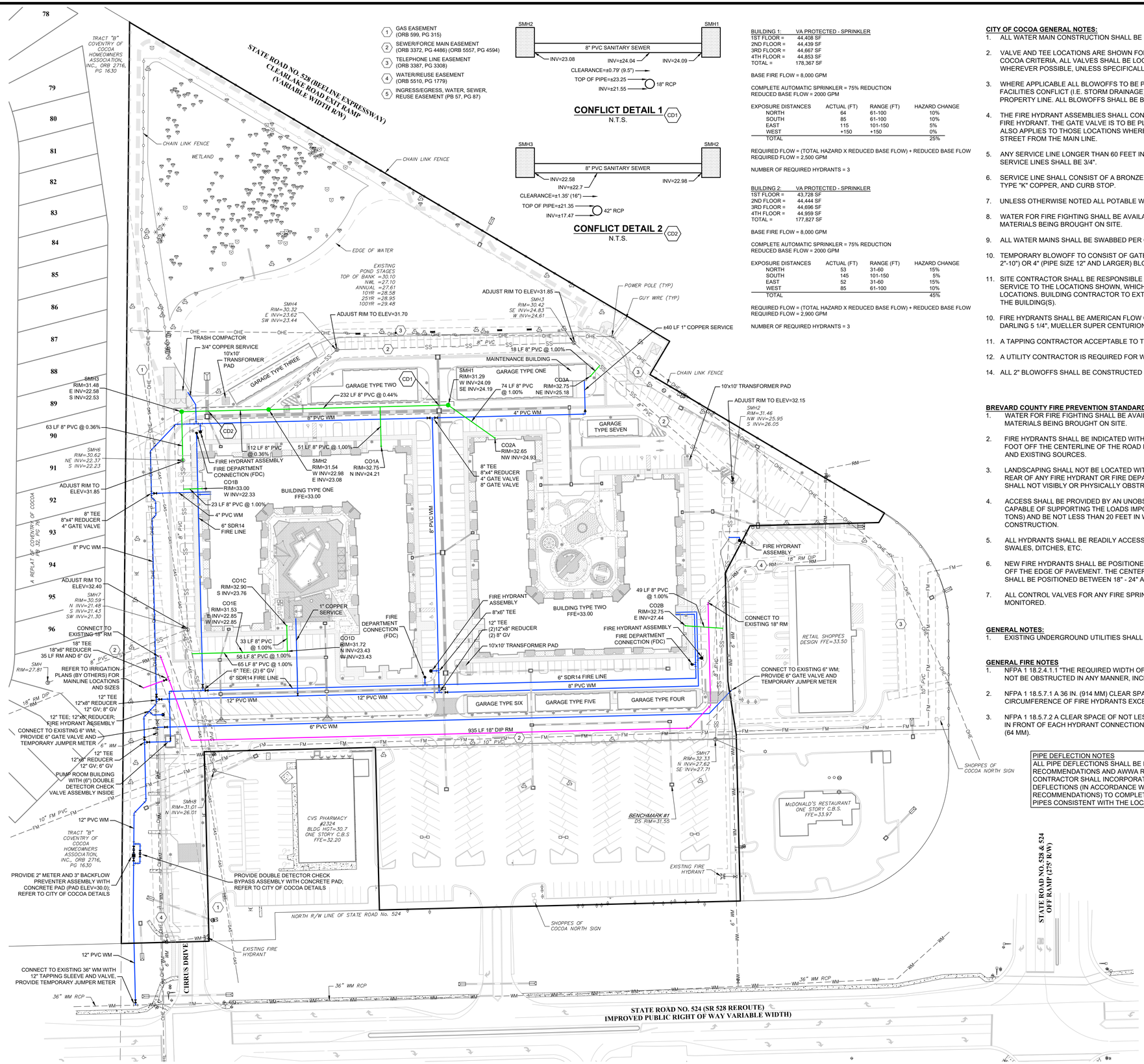
PROJECT NO. 11545

DRAWING NO. 11545_400_008

SHEET 8 of 19

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

I:\Projects Folder\11545\Drawings\11545_400\11545_400_008.dwg Feburary 16, 2021 4:16:04 PM DB



BUILDING 1:	VA PROTECTED - SPRINKLER
1ST FLOOR =	44,408 SF
2ND FLOOR =	44,439 SF
3RD FLOOR =	44,667 SF
4TH FLOOR =	44,853 SF
TOTAL =	178,367 SF

BASE FIRE FLOW = 8,000 GPM

COMPLETE AUTOMATIC SPRINKLER = 75% REDUCTION
REDUCED BASE FLOW = 2000 GPM

EXPOSURE DISTANCES	ACTUAL (FT)	RANGE (FT)	HAZARD CHANGE
NORTH	64	61-100	10%
SOUTH	85	61-100	10%
EAST	115	101-150	5%
WEST	+150	+150	0%
TOTAL			25%

REQUIRED FLOW = (TOTAL HAZARD X REDUCED BASE FLOW) + REDUCED BASE FLOW
REQUIRED FLOW = 2,500 GPM

NUMBER OF REQUIRED HYDRANTS = 3

BUILDING 2:	VA PROTECTED - SPRINKLER
1ST FLOOR =	43,728 SF
2ND FLOOR =	44,444 SF
3RD FLOOR =	44,696 SF
4TH FLOOR =	44,959 SF
TOTAL =	177,827 SF

BASE FIRE FLOW = 8,000 GPM

COMPLETE AUTOMATIC SPRINKLER = 75% REDUCTION
REDUCED BASE FLOW = 2000 GPM

EXPOSURE DISTANCES	ACTUAL (FT)	RANGE (FT)	HAZARD CHANGE
NORTH	53	31-60	15%
SOUTH	145	101-150	5%
EAST	52	31-60	15%
WEST	85	61-100	10%
TOTAL			45%

REQUIRED FLOW = (TOTAL HAZARD X REDUCED BASE FLOW) + REDUCED BASE FLOW
REQUIRED FLOW = 2,900 GPM

NUMBER OF REQUIRED HYDRANTS = 3

CITY OF COCOA GENERAL NOTES:

1. ALL WATER MAIN CONSTRUCTION SHALL BE PER CITY OF COCOA CRITERIA.
2. VALVE AND TEE LOCATIONS ARE SHOWN FOR GRAPHIC CLARITY ONLY. PER CITY OF COCOA CRITERIA, ALL VALVES SHALL BE LOCATED ADJACENT TO TEES (WITHIN 2') WHEREVER POSSIBLE, UNLESS SPECIFICALLY LOCATED OTHERWISE.
3. WHERE APPLICABLE ALL BLOWOFFS TO BE PLACED AT PROPERTY LINE. IF OTHER FACILITIES CONFLICT (I.E. STORM DRAINAGE) BLOWOFFS TO BE SET WITHIN 3' OF PROPERTY LINE. ALL BLOWOFFS SHALL BE BRASS PER THE CITY OF COCOA CRITERIA.
4. THE FIRE HYDRANT ASSEMBLIES SHALL CONSIST OF A HYDRANT TEE, GATE VALVE, AND FIRE HYDRANT. THE GATE VALVE IS TO BE PLACED AT THE HYDRANT TEE. THIS NOTE ALSO APPLIES TO THOSE LOCATIONS WHERE THE HYDRANT IS LOCATED ACROSS THE STREET FROM THE MAIN LINE.
5. ANY SERVICE LINE LONGER THAN 60 FEET IN LENGTH WILL NEED TO BE 1". ALL OTHER SERVICE LINES SHALL BE 3/4".
6. SERVICE LINE SHALL CONSIST OF A BRONZE SERVICE SADDLE, CORPORATION STOP, TYPE "K" COPPER, AND CURB STOP.
7. UNLESS OTHERWISE NOTED ALL POTABLE WATER SERVICES TO BE 1" COPPER.
8. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT ON SITE.
9. ALL WATER MAINS SHALL BE SWABBED PER CITY OF COCOA CRITERIA.
10. TEMPORARY BLOWOFF TO CONSIST OF GATE VALVE, 20 LF OF MJ DIP, AND 2" (PIPE SIZE 2"-10") OR 4" (PIPE SIZE 12" AND LARGER) BLOWOFF. SEE CITY OF COCOA DETAIL.
11. SITE CONTRACTOR SHALL BE RESPONSIBLE FOR EXTENDING THE POTABLE WATER SERVICE TO THE LOCATIONS SHOWN, WHICH REPRESENT FUTURE WATER METER LOCATIONS. BUILDING CONTRACTOR TO EXTEND SERVICE FROM METER LOCATION TO THE BUILDING(S).
10. FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL MODEL #B-84-B; 6", AMERICAN DARLING 5 1/4", MUELLER SUPER CENTURION 250 5 1/4" OR CLOW MEDALLION 5 1/4".
11. A TAPPING CONTRACTOR ACCEPTABLE TO THE CITY OF COCOA IS REQUIRED FOR TAPS.
12. A UTILITY CONTRACTOR IS REQUIRED FOR WATER MAIN INSTALLATION.
14. ALL 2" BLOWOFFS SHALL BE CONSTRUCTED OF BRASS PER CITY OF COCOA CRITERIA.

BREVARD COUNTY FIRE PREVENTION STANDARD NOTES:

1. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT ON SITE.
2. FIRE HYDRANTS SHALL BE INDICATED WITH A BLUE ROADWAY REFLECTOR, PLACED 1 FOOT OFF THE CENTERLINE OF THE ROAD FACING THE HYDRANT. THIS INCLUDES NEW AND EXISTING SOURCES.
3. LANDSCAPING SHALL NOT BE LOCATED WITHIN 7.5 FEET SIDE & FRONT AND 4.5' TO THE REAR OF ANY FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION. LANDSCAPING SHALL NOT VISIBLY OR PHYSICALLY OBSTRUCT FIRE HYDRANT LOCATIONS.
4. ACCESS SHALL BE PROVIDED BY AN UNOBSTRUCTED ALL WEATHER DRIVING SURFACE CAPABLE OF SUPPORTING THE LOADS IMPOSED BY RESPONDING APPARATUS (32 TONS) AND BE NOT LESS THAN 20 FEET IN WIDTH, AND SHALL BE MAINTAINED DURING CONSTRUCTION.
5. ALL HYDRANTS SHALL BE READILY ACCESSIBLE WITHOUT THE NEED TO TRAVERSE SWALES, DITCHES, ETC.
6. NEW FIRE HYDRANTS SHALL BE POSITIONED NOT MORE THAN 8', NOR LESS THAN 6' OFF THE EDGE OF PAVEMENT. THE CENTERLINE OF THE STEAMER CONNECTION (4 1/2") SHALL BE POSITIONED BETWEEN 18" - 24" ABOVE THE FINISHED GRADE.
7. ALL CONTROL VALVES FOR ANY FIRE SPRINKLER SYSTEM SHALL BE ELECTRONICALLY MONITORED.

GENERAL NOTES:

1. EXISTING UNDERGROUND UTILITIES SHALL BE RELOCATED AS REQUIRED.

GENERAL FIRE NOTES

1. NFPA 1 18.2.4.1.1 "THE REQUIRED WIDTH OF A FIRE DEPARTMENT ACCESS ROAD SHALL NOT BE OBSTRUCTED IN ANY MANNER, INCLUDING BY THE PARKING OF VEHICLES."
2. NFPA 1 18.5.7.1 A 36 IN. (914 MM) CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS EXCEPT AS OTHERWISE REQUIRED OR APPROVED.
3. NFPA 1 18.5.7.2 A CLEAR SPACE OF NOT LESS THAN 60 IN. (1524 MM) SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION HAVING A DIAMETER GREATER THAN 2-1/2 IN. (64 MM).

PIPE DEFLECTION NOTES
ALL PIPE DEFLECTIONS SHALL BE PER THE MANUFACTURER'S RECOMMENDATIONS AND AWWA REQUIREMENTS FOR MAXIMUM DEFLECTION. CONTRACTOR SHALL INCORPORATE THE APPROPRIATE FITTINGS ON PIPE DEFLECTIONS (IN ACCORDANCE WITH PIPE MANUFACTURER'S RECOMMENDATIONS) TO COMPLETE THE INSTALLATION OF ALL WATER MAIN PIPES CONSISTENT WITH THE LOCATIONS DEPICTED UPON THESE PLANS.

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905
SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151
HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

60 0 30 60
(IN FEET)
VERTICAL DATUM: NAVD88

1	
2	
3	
4	
5	
6	
7	
8	
9 CITY COMMENTS	01/28/21
10 CITY COMMENTS	10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE
CIRRUS

SHEET TITLE
UTILITY PLAN

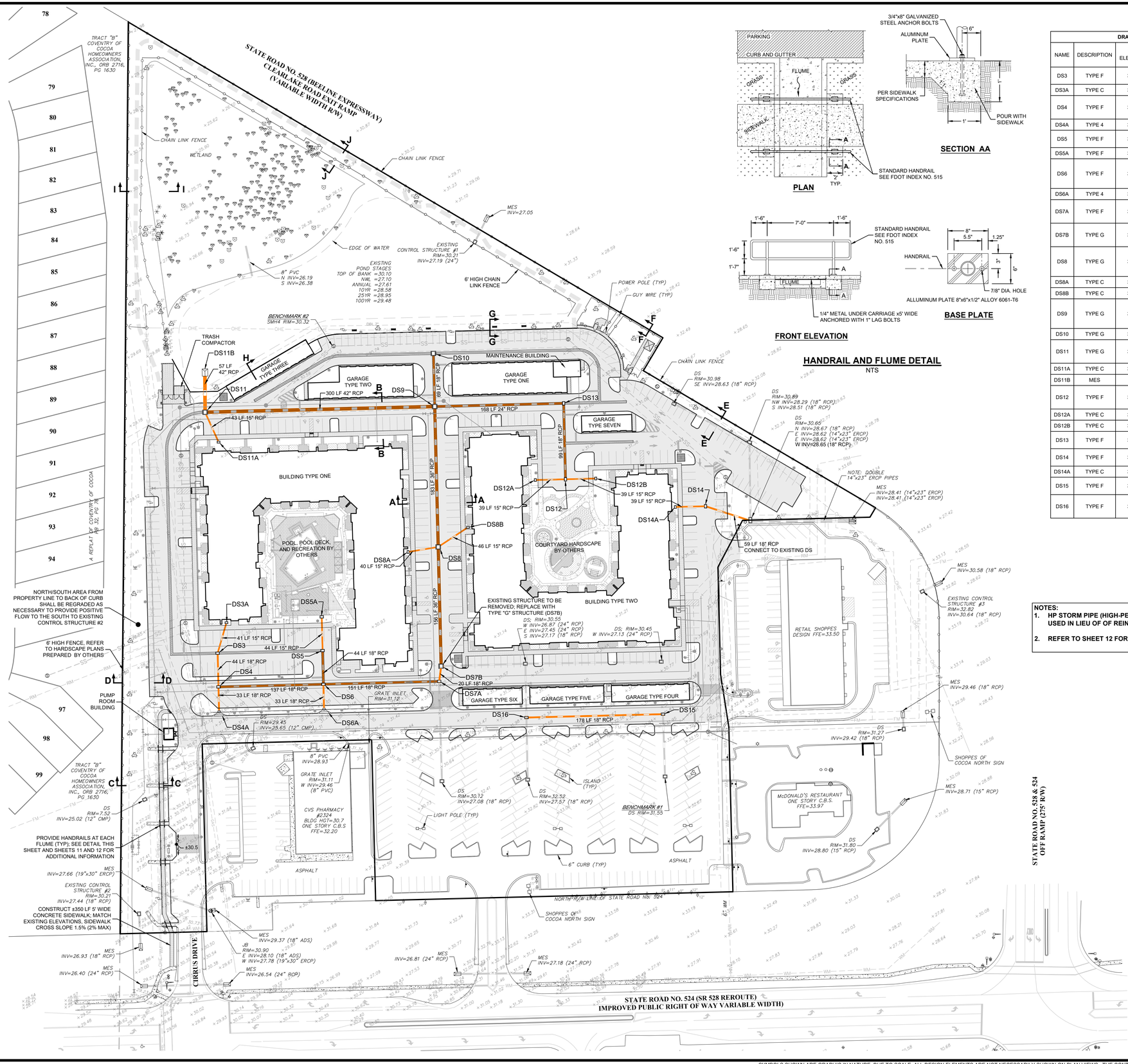
PROJECT NO. 11545

DRAWING NO. 11545_400_009

SHEET 9 of 19

I:\Projects Folder\11545\Drawings\11545_400\11545_400_009.dwg February 16, 2021 4:16:50 PM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



PLAN

SECTION AA

FRONT ELEVATION

BASE PLATE

HANDRAIL AND FLUME DETAIL
NTS

DRAINAGE STRUCTURE TABLE						
NAME	DESCRIPTION	TOP ELEVATION	INVERTS	SIZE	PIPE LENGTH (FEET)	TO
DS3	TYPE F	31.00	S =27.05 N =27.30	18" RCP 15" RCP	44	DS4
DS3A	TYPE C	31.85	S =27.50	15" RCP	41	DS3
DS4	TYPE F	31.00	N =26.85 S =26.85 E =26.85	18" RCP 18" RCP 18" RCP	137	DS6
DS4A	TYPE 4	31.37	N =27.00	18" RCP	33	DS4
DS5	TYPE F	31.00	N =26.40 S =26.40	15" RCP 18" RCP	44	DS6
DS5A	TYPE F	31.50	S =26.75	15" RCP	44	DS5
DS6	TYPE F	31.00	W =26.15 E =26.15 N =26.15 S =26.15	18" RCP 18" RCP 18" RCP 18" RCP	151	DS7A
DS6A	TYPE 4	31.37	N =26.50	18" RCP	33	DS6
DS7A	TYPE F	31.00	W =25.40 N =25.40 S =26.95	18" RCP 18" RCP 18" RCP	20	DS7B
DS7B	TYPE G	31.30	S =25.30 N =23.80 E =26.60	18" RCP 36" RCP 24" RCP	156	DS8
DS8	TYPE G	31.00	S =23.00 N =23.00 W =24.75 NE =24.75	36" RCP 36" RCP 15" RCP 15" RCP	183	DS9
DS8A	TYPE C	31.50	E =25.00	15" RCP	40	DS8
DS8B	TYPE C	31.50	SW =25.00	15" RCP	46	DS8
DS9	TYPE G	31.10	S =20.00 N =21.50 E =21.00 W =19.50	36" RCP 18" RCP 24" RCP 42" RCP	300	DS11
DS10	TYPE G	31.00	S =22.00	18" RCP	69	DS9
DS11	TYPE G	31.15	N =17.50 SE =27.50 E =17.50	42" RCP 15" RCP 42" RCP	57	DS11B
DS11A	TYPE C	31.75	NW =27.80	15" RCP	43	DS11
DS11B	MES		S =17.25	42" RCP		
DS12	TYPE F	31.00	N =25.00 W =25.75 E =25.75	18" RCP 15" RCP 15" RCP	99	DS13
DS12A	TYPE C	31.55	E =26.00	15" RCP	39	DS12
DS12B	TYPE C	31.80	W =26.00	15" RCP	39	DS12
DS13	TYPE F	31.30	S =24.00 W =23.50	18" RCP 24" RCP	168	DS9
DS14	TYPE F	31.00	E =28.80 W =28.80	18" RCP 15" RCP	59	
DS14A	TYPE C	31.50	E =29.00	15" RCP	39	DS14
DS15	TYPE F	31.75	W =28.25 S =28.25	18" RCP 18" RCP	178	DS16
DS16	TYPE F	32.00	E =27.35 S =27.35 N =27.35	18" RCP 18" RCP 18" RCP		

NOTES:
1. **HP STORM PIPE (HIGH-PERFORMANCE POLYPROPYLENE PIPE) MAY BE USED IN LIEU OF OF REINFORCED CONCRETE PIPE (RCP).**
2. **REFER TO SHEET 12 FOR SECTION DETAILS: (A-A, B-B, C-C, D-D, E-E, F-F, G-G, H-H, I-I, J-J)**

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

60 0 30 60
(IN FEET)
VERTICAL DATUM: NAVD88

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	CITY COMMENTS 01/28/21
22	CITY COMMENTS 10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE
CIRRUS

SHEET TITLE
OVERALL PAVING, GRADING, AND DRAINAGE PLAN

PROJECT NO.
11545

DRAWING NO.
11545_400_010

SHEET
10 of 19

H:\Projects Folder\11545\Drawings\11545_400\11545_400_010.dwg February 10, 2021 4:22:41 PM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

NOTES:
1. HP STORM PIPE (HIGH-PERFORMANCE POLYPROPYLENE PIPE) MAY BE USED IN LIEU OF OF REINFORCED CONCRETE PIPE (RCP).
2. ALL ON-SITE CURB SHALL BE 6" HEADER CURB UNLESS NOTED OTHERWISE.
3. REFER TO SHEET 12 FOR SECTION DETAILS: (A-A, B-B, C-C, D-D, E-E, F-F, G-G, H-H)

EXISTING POND STAGES
TOP OF BANK =30.10
NWL =27.10
ANNUAL =27.61
10YR =28.58
25YR =28.95
100YR =29.48

BENCHMARK #2
SMH4 RIM=30.32

CHAIN LINK FENCE

TRACT "B" COVENTRY OF COCOA HOMEOWNERS ASSOCIATION, INC., ORB 2716, PG 1630

EDGE OF WATER

RETAINING WALL

STATE ROAD NO. 528 (BEELINE EXPRESSWAY) CLEARLAKE ROAD EXIT RAMP (VARIABLE WIDTH R/W)

GUY WIRE (TYP)

POWER POLE (TYP)

DS10 RIM=31.00 S INV=22.00

3' VALLEY CURB (TYP WHERE SHOWN)

6" THICK CONCRETE

DS11B S INV=17.25

DS11 RIM=31.15 N INV=17.50 SE INV=27.50 E INV=17.50

10'x10' TRANSFORMER PAD

57 LF 42" RCP

GARAGE TYPE THREE

GARAGE TYPE TWO

GARAGE TYPE ONE

DS9 RIM=31.10 S INV=20.00 N INV=21.50 E INV=21.00 W INV=19.50

DS13 RIM=31.30 S INV=24.00 W INV=23.50

DS RIM=30.98 SE INV=28.63 (18" RCP)

168 LF 24" RCP

300 LF 42" RCP

43 LF 15" RCP

DS11A RIM=31.75 NW INV=27.80

GARAGE TYPE SEVEN

10'x10' TRANSFORMER PAD

DS RIM=30.89 NW INV=26.29 (18" RCP) S INV=28.51 (18" RCP)

BUILDING TYPE ONE

FFE=33.00

99 LF 18" RCP

39 LF 15" RCP

DS12A RIM=31.55 E INV=26.00

DS12 RIM=31.00 N INV=25.00 W INV=25.75 E INV=25.75

DS12B RIM=31.80 W INV=26.00

DS14A RIM=31.50 E INV=29.00

DS14 RIM=31.00 E INV=28.80 W INV=28.80

39 LF 15" RCP

59 LF 18" RCP

NOTE: DOUBLE 14"x23" ERCP PIPES

DS RIM=30.65 N INV=28.67 (18" RCP) E INV=28.62 (14"x23" ERCP) E INV=28.62 (14"x23" ERCP) W INV=28.65 (18" RCP)

POOL, POOL DECK, AND RECREATION AMENITIES (BY OTHERS) SHALL INCLUDE EXTENSION OF YARD DRAINS AND ASSOCIATED DRAINAGE IN THIS AREA

COURTYARD AMENITIES (BY OTHERS) SHALL INCLUDE EXTENSION OF YARD DRAINS AND ASSOCIATED DRAINAGE IN THIS AREA

DS8B RIM=31.50 SW INV=25.00

DS8 RIM=31.00 S INV=23.00 N INV=23.00 W INV=24.75 NE INV=24.75

40 LF 15" RCP

DS8A RIM=31.50 E INV=25.00

150 LF 36" RCP

DS5A RIM=31.50 S INV=26.75

DS3A RIM=31.85 S INV=27.50

41 LF 15" RCP

DS3 RIM=31.00 S INV=27.05 N INV=27.30

44 LF 15" RCP

DS5 RIM=31.00 N INV=26.40 S INV=26.40

44 LF 18" RCP

3" VALLEY CURB (TYP WHERE SHOWN)

DS7B RIM=31.30 S INV=25.30 N INV=23.80 E INV=26.60

151 LF 18" RCP

137 LF 18" RCP

33 LF 18" RCP

DS4 RIM=31.00 N INV=26.85 S INV=26.85 E INV=26.85

DS6 RIM=31.00 W INV=26.15 E INV=26.15 N INV=26.15 S INV=26.15

DS7A RIM=31.00 W INV=25.40 N INV=25.40 S INV=26.95

20 LF 18" RCP

10'x10' TRANSFORMER PAD

ADJUST RIM TO ELEV=31.20

ADJUST RIM TO ELEV=31.00

DS RIM=30.55 W INV=26.87 (24" RCP) E INV=27.45 (24" RCP) S INV=27.17 (18" RCP)

DS RIM=30.45 W INV=27.13 (24" RCP)

6" THICK CONCRETE

GARAGE TYPE SIX

GARAGE TYPE FIVE

GARAGE TYPE FOUR

RETAIL SHOPPES DESIGN FFE=33.50

BUILDING TYPE TWO

DS16 RIM=32.00 E INV=27.35 S INV=27.35 N INV=27.35

176 LF 18" RCP

DS15 RIM=31.75 W INV=28.25 S INV=28.25

CONSTRUCT PARKING ISLANDS AS SHOWN

ASPHALT

6" CURB (TYP)

ISLAND (TYP)

BENCHMARK #1
DS RIM=31.55 E INV=28.39 (18" RCP)

McDONALD'S RESTAURANT ONE STORY C.B.S. FFE=33.97

CVS PHARMACY #2324 BLDG HGT=30.7 ONE STORY C.B.S FFE=32.20

GRATE INLET RIM=31.12

8" PVC INV=28.93

GRATE INLET RIM=31.11 W INV=29.46 (8" PVC)

DS RIM=29.45 INV=25.65 (12" CMP)

DS RIM=7.52 INV=25.02 (12" CMP)

DS RIM=30.12 INV=27.08 (18" RCP)

DS RIM=32.52 INV=27.57 (18" RCP)

CONSTRUCT ADA COMPLIANT RAMP WITH TRUNCATED DOMES

PUMP ROOM BUILDING

6' HIGH FENCE, REFER TO HARDSCAPE PLANS PREPARED BY OTHERS

5' WIDE CONCRETE SIDEWALK: PROVIDE HANDRAILS AT FLUMES, SEE SHEET 10 AND 12 FOR DETAILS

MATCH EXISTING; SEE BUTT JOINT DETAIL, SHEET 12

MATCH EXISTING; SEE BUTT JOINT DETAIL, SHEET 12

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

30 0 15 30
(IN FEET)
VERTICAL DATUM: NAVD88

1 CITY COMMENTS	01/28/21
1 CITY COMMENTS	10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE
CIRRUS

SHEET TITLE
PAVING, GRADING, AND DRAINAGE PLAN

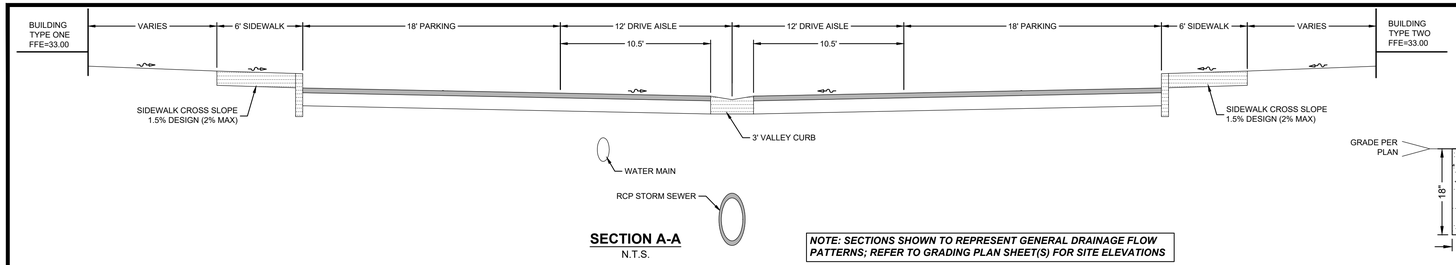
PROJECT NO. 11545

DRAWING NO. 11545_400_011

SHEET 11 of 19

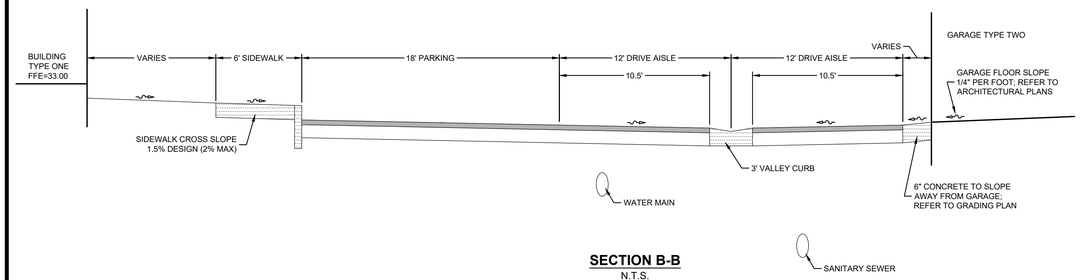
H:\Projects Folder\11545\Drawings\11545_400\11545_400_011-072.dwg February 16, 2021 4:29:39 PM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

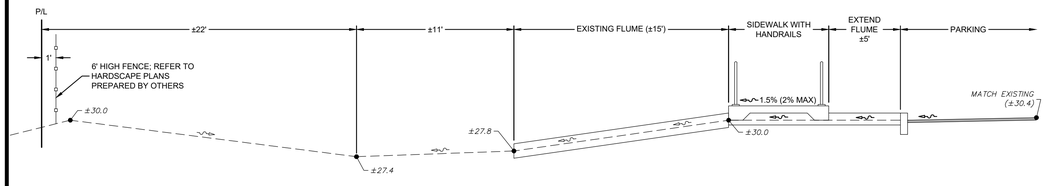


SECTION A-A
N.T.S.

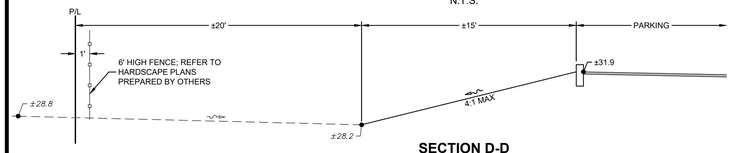
NOTE: SECTIONS SHOWN TO REPRESENT GENERAL DRAINAGE FLOW PATTERNS; REFER TO GRADING PLAN SHEET(S) FOR SITE ELEVATIONS



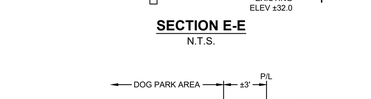
SECTION B-B
N.T.S.



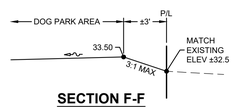
SECTION C-C
N.T.S.



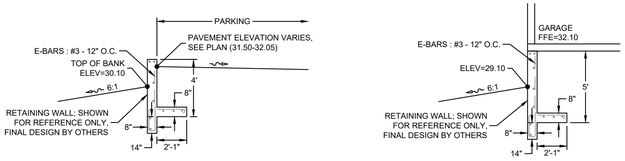
SECTION D-D
N.T.S.



SECTION E-E
N.T.S.

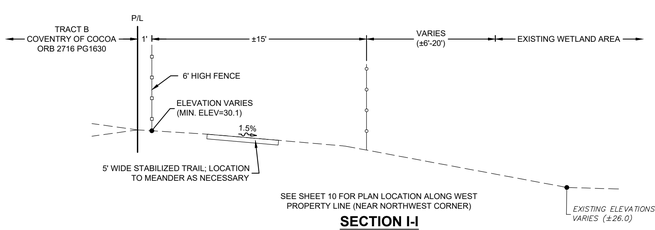


SECTION F-F
N.T.S.

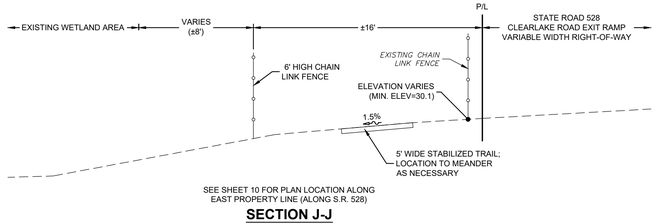


SECTION G-G
N.T.S.

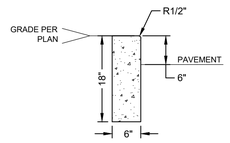
SECTION H-H
N.T.S.



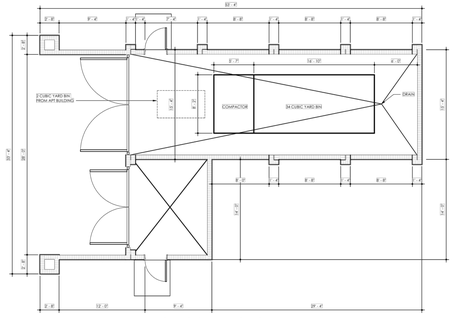
SECTION I-I
N.T.S.



SECTION J-J
N.T.S.



HEADER CURB
N.T.S.



TRASH COMPACTOR DETAIL

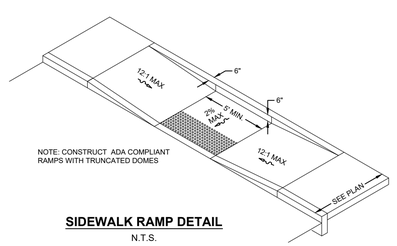
TYPICAL PAVEMENT SECTION

1. 1-1/2" TYPE SP-12.5 ASPHALTIC CONCRETE
2. 8" BASE WITH FDOT APPROVED PRIME/TACK COAT — OPTIONS:
   - LIMEROCK, L.B.R. 100 MIN.
   - CEMENTED COQUINA SHELL, F.D.O.T. APPROVED, L.B.R. 100 MIN., COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180
3. 8" STABILIZED SUB-GRADE, L.B.R. 50 MIN., COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180 (EXTEND 12" BEYOND CURB)

OR

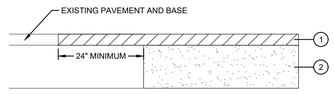
ALTERNATE PAVEMENT SECTION

1. 1-1/2" TYPE SP-12.5 ASPHALTIC CONCRETE
2. 12" BASE WITH FDOT APPROVED PRIME/TACK COAT — OPTIONS:
   - LIMEROCK, L.B.R. 100 MIN.
   - CEMENTED COQUINA SHELL, F.D.O.T. APPROVED, L.B.R. 100 MIN., COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180



NOTE: CONSTRUCT ADA COMPLIANT RAMPS WITH TRUNCATED DOMES

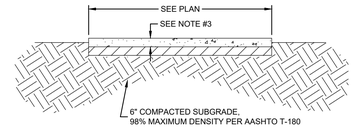
SIDEWALK RAMP DETAIL
N.T.S.



1. 1-1/2" TYPE S-III ASPHALT
2. 8" BASE

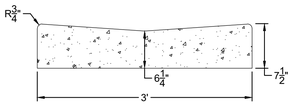
NOTE:
THE EXISTING ASPHALT WEARING SURFACE SHALL BE SAW CUT AND REMOVED 24" FROM THE END OF THE TRAVEL LANE WHERE NEW PAVEMENT SHALL ABUT THE EXISTING PAVEMENT.

BUTT JOINT
MATCH EXISTING PAVEMENT CONNECTION
N.T.S.

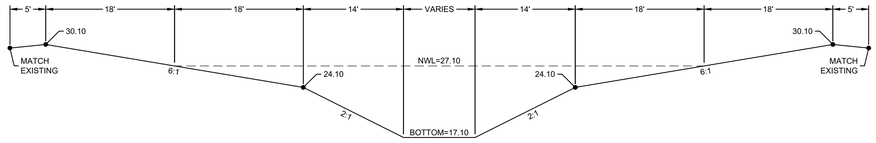


NOTE:
1. UNLESS OTHERWISE NOTED ALL CONCRETE USED SHALL HAVE A REQUIRED MINIMUM COMPRESSIVE STRENGTH OF 3,000 P.S.I. IN 28 DAYS.
2. JOINT SPACING SHALL BE AT WIDTH OF WALK, 10' MAXIMUM.
3. ALL ON-SITE SIDEWALKS, OUTSIDE PUBLIC OR PRIVATE RIGHT-OF-WAY SHALL BE 4" THICK, UNLESS NOTED OTHERWISE.

SIDEWALK DETAIL
N.T.S.



3' VALLEY CURB
N.T.S.



EXISTING POND SECTION
N.T.S.

STREET NAME SIGN NOTES:

1. SIGNS IN PUBLIC R.O.W. SHALL BE GREEN WITH 5/8" WHITE BORDER AND WHITE LETTERS AND NUMBERS.
2. SIGNS IN PRIVATE R.O.W. SHALL BE WHITE WITH 5/8" BLACK BORDER AND BLACK LETTERS AND NUMBERS.
3. STREET NAME BLADES SHALL BE RIVETED TOGETHER AT EACH CORNER WITH 3/16" SMALL FLANGE AVEX RIVETS, ATTACH BLADES TO POST WITH CHERRY-MATE ALUMINUM RIVETS, # BALMBP34, OR 5/16" X 2-1/2" S.S. BOLTS, 1-1/4" X 5/16" S.S. FENDER WASHERS, W/ S.S. STOP HEX NUT HAVING NYLON INSERTS (LOCK NUTS).

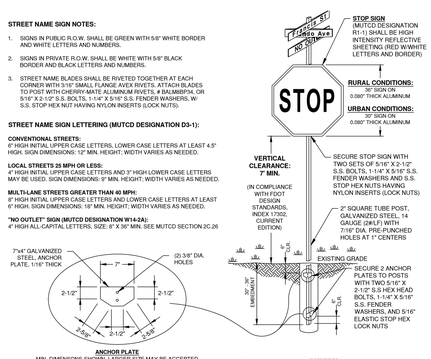
STREET NAME SIGN LETTERING (MUTCD DESIGNATION D3-1):

CONVENTIONAL STREETS:
6" HIGH INITIAL UPPER CASE LETTERS, LOWER CASE LETTERS AT LEAST 4.5" HIGH. SIGN DIMENSIONS: 12" MIN. HEIGHT; WIDTH VARIES AS NEEDED.

LOCAL STREETS 25 MPH OR LESS:
4" HIGH INITIAL UPPER CASE LETTERS AND 3" HIGH LOWER CASE LETTERS MAY BE USED. SIGN DIMENSIONS: 9" MIN. HEIGHT; WIDTH VARIES AS NEEDED.

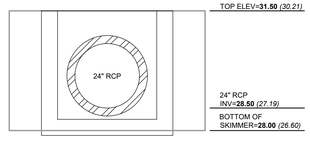
MULTI-LANE STREETS GREATER THAN 40 MPH:
8" HIGH INITIAL UPPER CASE LETTERS AND LOWER CASE LETTERS AT LEAST 6" HIGH. SIGN DIMENSIONS: 18" MIN. HEIGHT; WIDTH VARIES AS NEEDED.

"NO OUTLET" SIGN (MUTCD DESIGNATION W14-2A):
4" HIGH ALL-CAPITAL LETTERS, SIZE: 8" X 36" MIN. SEE MUTCD SECTION 2C.26

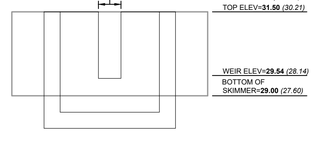


STOP SIGN AND STREET MARKER DETAILS

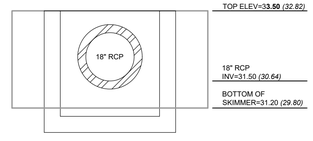
CONTROL STRUCTURE DETAIL NOTES:
- 'WHERE ELEVATIONS SHOWN, FIRST ELEVATION (SHOWN **BOLD**) IS SHOWN PER PERMITTED DESIGN PLANS (NGVD29 DATUM), SECOND ELEVATION (SHOWN *ITALIC*) EXISTING AS-BUILT CONDITION (NAVD88 DATUM)
- TO CONVERT NGVD29 DATUM TO NAVD88 DATUM, SUBTRACT 1.4' FROM NGVD29 ELEVATION



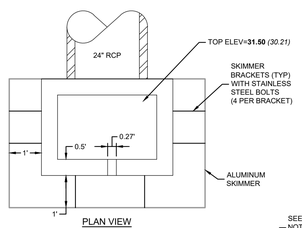
NORTH WALL



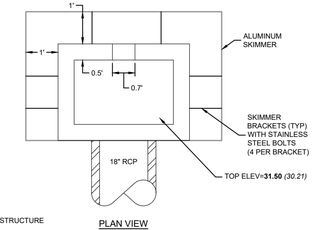
NORTH WALL



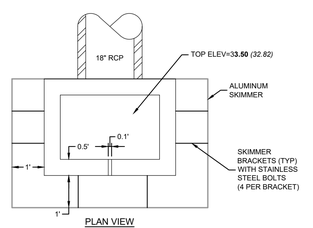
NORTH WALL



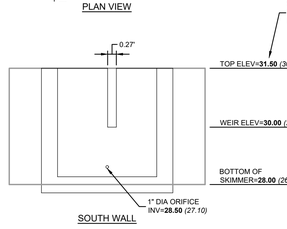
PLAN VIEW



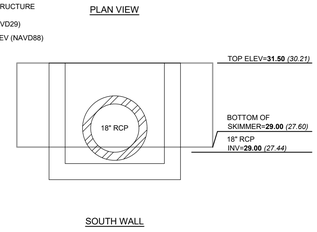
PLAN VIEW



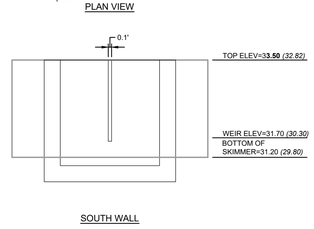
PLAN VIEW



SOUTH WALL



SOUTH WALL



SOUTH WALL

EXISTING CONTROL STRUCTURE #1 DETAIL

EXISTING CONTROL STRUCTURE #2 DETAIL

EXISTING CONTROL STRUCTURE #3 DETAIL

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

VERTICAL DATUM: NAVD88

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
70	
71	
72	
73	
74	
75	
76	
77	
78	
79	
80	
81	
82	
83	
84	
85	
86	
87	
88	
89	
90	
91	
92	
93	
94	
95	
96	
97	
98	
99	
100	
101	
102	
103	
104	
105	
106	
107	
108	
109	
110	
111	
112	
113	
114	
115	
116	
117	
118	
119	
120	
121	
122	
123	
124	
125	
126	
127	
128	
129	
130	
131	
132	
133	
134	
135	
136	
137	
138	
139	
140	
141	
142	
143	
144	
145	
146	
147	
148	
149	
150	
151	
152	
153	
154	
155	
156	
157	
158	
159	
160	
161	
162	
163	
164	
165	
166	
167	
168	
169	
170	
171	
172	
173	
174	
175	
176	
177	
178	
179	
180	
181	
182	
183	
184	
185	
186	
187	
188	
189	
190	
191	
192	
193	
194	
195	
196	
197	
198	
199	
200	
201	
202	
203	
204	
205	
206	
207	
208	
209	
210	
211	
212	
213	
214	
215	
216	
217	
218	
219	
220	
221	
222	
223	
224	
225	
226	
227	
228	
229	
230	
231	
232	
233	
234	
235	
236	
237	
238	
239	
240	
241	
242	
243	
244	
245	
246	
247	
248	
249	
250	
251	
252	
253	
254	
255	
256	
257	
258	
259	
260	
261	
262	
263	
264	
265	
266	
267	
268	
269	
270	
271	
272	
273	
274	
275	
276	
277	
278	
279	
280	
281	
282	
283	
284	
285	
286	
287	
288	
289	
290	
291	
292	
293	
294	
295	
296	
297	
298	
299	
300	
301	
302	
303	
304	
305	
306	
307	
308	
309	
310	
311	
312	
313	
314	
315	
316	
317	
318	
319	
320	
321	
322	
323	
324	
325	
326	
327	
328	
329	
330	
331	
332	
333	
334	
335	
336	
337	
338	
339	
340	
341	
342	
343	
344	
345	
346	
347	
348	
349	
350	
351	
352	
353	
354	
355	
356	
357	
358	
359	
360	
361	
362	
363	
364	
365	
366	
367	
368	
369	
370	
371	
372	
373	
374	
375	
376	
377	
378	
379	
380	
381	
382	
383	
384	
385	
386	
387	
388	
389	
390	
391	
392	
393	
394	
395	
396	
397	
398	
399	
400	
401	
402	
403	
404	
405	
406	
407	
408	
409	
410	
411	
412	
413	
414	
415	
416	
417	
418	
419	
420	
421	
422	
423	
424	
425	
426	
427	
428	
429	
430	
431	
432	
433	
434	
435	
436	
437	
438	
439	
440	
441	
442	
443	
444	
445	
446	
447	
448	
449	
450	
451	
452	
453	
454	
455	
456	
457	
458	
459	
460	
461	
462	
463	
464	
465	
466	
467	
468	
469	
470	
471	
472	
473	
474	
475	
476	
477	
478	
479	
480	
481	
482	
483	
484	
485	
486	
487	
488	
489	
490	
491	
492	
493	
494	
495	
496	
497	
498	
499	
500	
501	
502	
503	
504	
505	
506	
507	
508	
509	
510	
511	
512	
513	
514	
515	
516	
517	
518	
519	
520	
521	
522	
523	
524	
525	
526	
527	
528	
529	
530	
531	
532	
533	
534	
535	
536	
537	
538	
539	
540	
541	
542	
543	
544	
545	
546	
547	
548	
549	
550	
551	
552	
553	
554	
555	
556	
557	
558	
559	
560	
561	
562	
563	
564	
565	
566	
567	
568	
569	
570	
571	
572	
573	
574	
575	
576	
577	
578	
579	
580	
581	
582	
583	
584	
585	
586	
587	
588	
589	
590	
591	
592	
593	
594	
595	
596	
597	
598	
599	
600	
601	
602	
603	
604	
605	
606	
607	
608	
609	
610	
611	
612	
613	
614	
615	
616	
617	
618	
619	
620	
621	
622	
623	
624	
625	
626	
627	
628	
629	
630	
631	
632	
633	
634	
635	
636	
637	
638	
639	
640	
641	
642	
643	
644	
645	
646	
647	
648	
649	
650	
651	
652	
653	
654	
655	
656	
657	
658	
659	
660	
661	
662	
663	
664	
665	
666	
667	
668	
669	
670	
671	
672	
673	
674	
675	
676	
677	
678	
679	
680	
681	
682	
683	
684	
685	
686	
687	
688	
689	
690	
691	
692	
693	
694	
695	
696	
697	
698	
699	
700	
701	
702	
703	
704	
705	
706	
707	
708	
709	
710	
711	
712	
713	
714	
715	
716	
717	
718	
719	
720	
721	
722	
723	
724	
725	
726	
727	
728	
729	
730	
731	
732	
733	
734	
735	
736	
737	
738	
739	
740	
741	
742	
743	
744	
745	
746	
747	
748	
749	
750	
751	
752	
753	
754	
755	
756	
757	
758	
759	
760	
761	
762	
763	
764	
765	
766	
767	
768	
769	
770	
771	
772	
773	
774	
775	
776	
777	
778	
779	
780	
781	
782	
783	
784	
785	
786	
787	
788	
789	
790	
791	
792	
793	
794	
795	
796	
797	
798	
799	
800	
801	
802	
803	
804	
805	
806	
807	
808	
809	
810	
811	
812	
813	
814	
815	
816	
817	
818	
819	
820	
821	
822	
823	
824	
825	
826	
827	
828	
829	
830	
831	
832	
833	
834	
835	
836	
837	
838	
839	
840	
841	
842	
843	
844	
845	
846	
847	
848	
849	
850	
851	
852	
853	
854	
855	
856	
857	
858	
859	
860	
861	
862	
863	
864	
865	
866	
867	
868	
869	
870	
871	
872	
873	
874	
875	
876	
877	
878	
879	
880	
881	
882	
883	
884	
885	
886	
887	
888	
889	
890	
891	
892	
893	
894	
895	
896	
897	
898	
899	
900	
901	
902	
903	
904	
905	
906	
907	
908	
909	
910	
911	
912	
913	
914	
915	
916	
917	
918	
919	
920	
921	
922	
923	
924	
925	
926	
927	
928	
929	
930	
931	
932	
933	
934	
935	
936	
937	
938	
939	
940	
941	
942	
943	
944	
945	
946	
947	
948	
949	
950	
951	
952	
953	
954	
955	
956	
957	
958	
959	
960	
961	
962	
963	
964	
965	
966	
967	
968	
969	
970	
971	
972	
973	
974	
975	
976	
977	
978	
979	
980	
981	
982	
983	
984	
985	
986	
987	
988	
989	
990	
991	
992	
993	
994	
995	
996	
997	
998	
999	
1000	

⚠	
⚠	
⚠	
⚠	
⚠	
⚠	
⚠	
⚠	
⚠ CITY COMMENTS	01/28/21
⚠ CITY COMMENTS	10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE

CIRRUS

SHEET TITLE

PAVING, GRADING AND DRAINAGE DETAILS

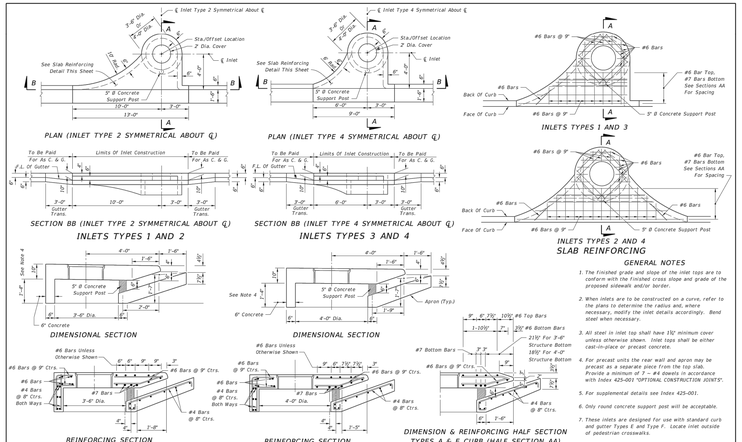
PROJECT NO.
11545

DRAWING NO.
11545_400_012

SHEET
12 of 19

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

H:\Projects Folder\11545\Drawings\11545_400\11545_400_011412.dwg February 10, 2021 2:03:27 PM DB

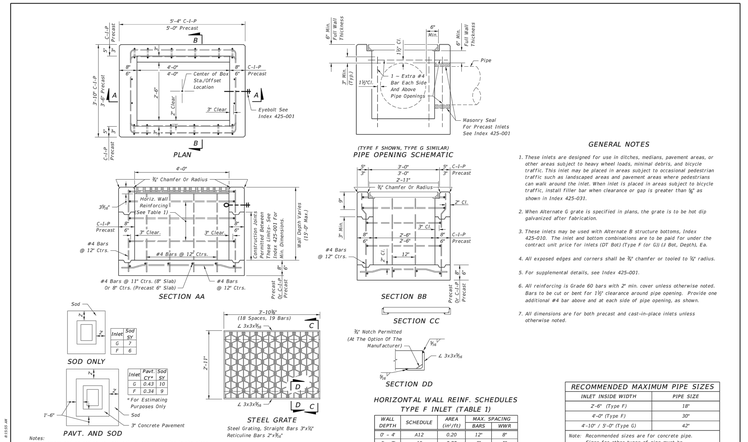


TRANSVERSE SECTIONS FOR INLETS TYPES 1, 2, 3 & 4

GENERAL NOTES

1. The finished grade and slope of the inlet tops are to conform with the finished cross slope and grade of the proposed sidewalk and/or border.
2. When inlets are to be constructed on a curve, refer to the plans to determine the radius and, where necessary, modify the inlet details accordingly. Bend steel when necessary.
3. All steel in inlet top shall have 1½" minimum cover unless otherwise shown. Inlet tops shall be either cast-in-place or precast concrete.
4. For precast units the rear wall and apron may be precast as a separate piece from the top slab. Provide a minimum of 7 — #4 dowels in accordance with Index 425-001 "OPTIONAL CONSTRUCTION JOINTS".
5. For supplemental details see Index 425-001.
6. Only round concrete support post will be acceptable.
7. These inlets are designed for use with standard curb and gutter Types E and Type F. Locate inlet outside of pedestrian crosswalks.
8. For structure bottoms see Index 425-010.
9. Inlet to be paid for under the contract unit price for inlets (Curb) (Type_), Each.

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	CURB INLET TOPS TYPES 1, 2, 3 AND 4	INDEX 425-020	SHEET 1 of 1



notes:
1. Pavement and/or sod to be used only where called for in the plans.
2. Cost of paving to be included in cost of inlet.

PAVEMENT AND SODDING

GENERAL NOTES

1. These inlets are designed for use in ditches, medians, pavement areas, or other areas subject to heavy wheel loads, minimal debris, and bicycle traffic. This inlet may be placed in areas subject to occasional pedestrian traffic such as landscaped areas and pavement areas where pedestrians can walk around the inlet. When inlet is placed in areas subject to bicycle traffic, install filler bar when clearance or gap is greater than ¾" as shown in Index 425-031.
2. When Alternate G grate is specified in plans, the grate is to be hot dip galvanized after fabrication.
3. These inlets may be used with Alternate B structure bottoms, Index 425-010. The inlet and bottom combinations are to be paid for under the contract unit price for inlets (Curb) (Type_) For 1st Gt.) Bot, Depth), Ea.
4. All exposed edges and corners shall be ½" chamfer or tooled to ½" radius.
5. For supplemental details, see Index 425-001.
6. All reinforcing is Grade 60 bars with 2" min. cover unless otherwise noted. Bars to be cut or bent for 1½" clearance around pipe opening. Provide one additional #4 bar above and at each side of pipe opening, as shown.
7. All dimensions are for both precast and cast-in-place inlets unless otherwise noted.

HORIZONTAL WALL REINF. SCHEDULES TYPE F INLET (TABLE 1)

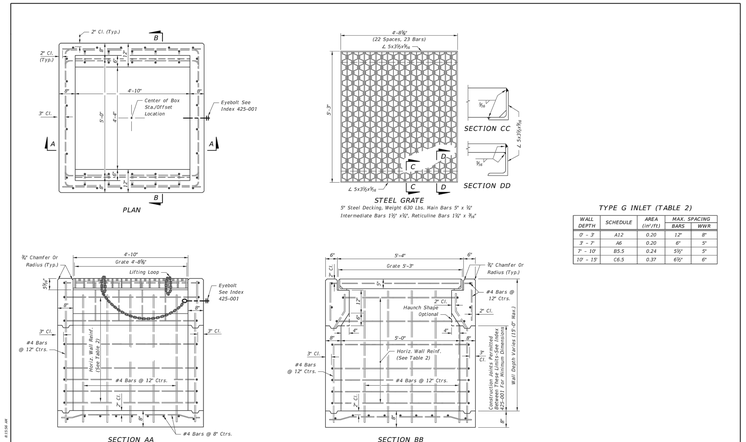
WALL DEPTH	SCHEDULE	AREA (in²/ft)	MAX. SPACING BARS	MAX. SPACING WWR
0' – 4'	A12	0.20	12"	9"
4' – 7'	A6	0.20	6"	5"
7' – 12'	B5.5	0.24	5½"	5"
12' – 13'	Special 1	0.26†	5"	4"

RECOMMENDED MAXIMUM PIPE SIZES

INLET INSIDE WIDTH	PIPE SIZE
2'-0" (Type F)	18"
4'-0" (Type F)	30"
4'-10" / 5'-0" (Type G)	42"

Note: Recommended sizes are for concrete pipe. Sizes for other types of pipe must be verified for fit in accordance with Index 425-001. For larger pipe sizes see Note 3.

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	DITCH BOTTOM INLET TYPES F AND G	INDEX 425-053	SHEET 1 of 2



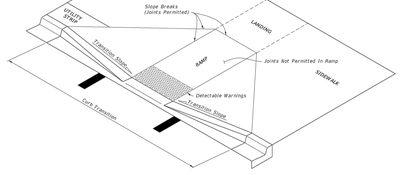
TYPE G INLET (TABLE 2)

WALL DEPTH	SCHEDULE	AREA (in²/ft)	MAX. SPACING BARS	MAX. SPACING WWR
0' – 2'	A12	0.20	12"	9"
2' – 7'	A6	0.20	6"	5"
7' – 10'	B5.5	0.24	5½"	5"
10' – 13'	C8.5	0.3†	4½"	4"

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	DITCH BOTTOM INLET TYPES F AND G	INDEX 425-053	SHEET 2 of 2

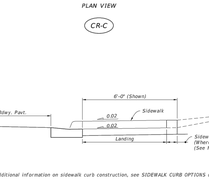
GENERAL NOTES:

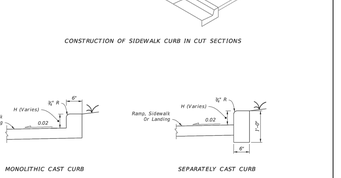
1. Cross Slopes and Grades:
   - A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this Index are maximums. With approval of the Engineer, provide the minimum feasible slope where the requirements cannot be met.
   - B. Landings must have cross-slopes less than or equal to 0.02 in any direction.
   - C. Maintain a single longitudinal slope along each side of the curb ramp. Ramp slopes are not required to exceed 15 feet in length.
   - D. Joints permitted at the location of Slope Breaks. Otherwise locate joints in accordance with Index 522-001. No joints are permitted within the ramp portion of the Curb Ramp.
2. Curb, Curb and Gutter, and/or Sidewalk:
   - A. Refer to Index 522-001 for concrete thickness and sidewalk details.
   - B. Remove any existing curb, curb and gutter, or sidewalk to the nearest joint beyond the curb transition or to the extent that no remaining section is less than 5 feet long.
3. Curb Ramp Alpha-Identification:
   - A. Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.
   - B. Alpha-identifications CR-I and CR-J are intentionally omitted.
4. Detectable Warnings:
   - A. Install detectable warnings in accordance with Specification 527.
   - B. Place detectable warnings across the full width of the ramp or landing, to a minimum depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.
   - C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.
5. Detectable Warnings – Acceptance Criteria:
   - A. Color and texture shall be complete and uniform.
   - B. 90% of individual truncated domes shall be in accordance with the Americans with Disabilities Act Standards for Transportation Facilities, Section 705.
   - C. There shall be no more than 4 non-compliant domes in any one square foot.
   - D. Non-compliant domes shall not be adjacent to other non-compliant domes.
   - E. Surfaces shall not deviate more than 0.10" from a true plane.



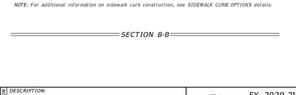
CURB RAMP NOMENCLATURE

LAST REVISION 11/01/19	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 1 of 8



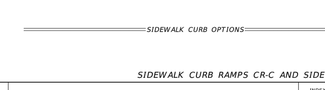


CONSTRUCTION OF SIDEWALK CURB IN CUT SECTIONS



NOTE: For additional information on sidewalk curb construction, see SIDEWALK CURB OPTIONS details.

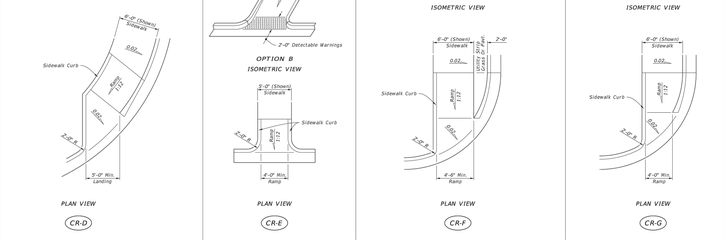
SECTION B-B



SIDEWALK CURB OPTIONS

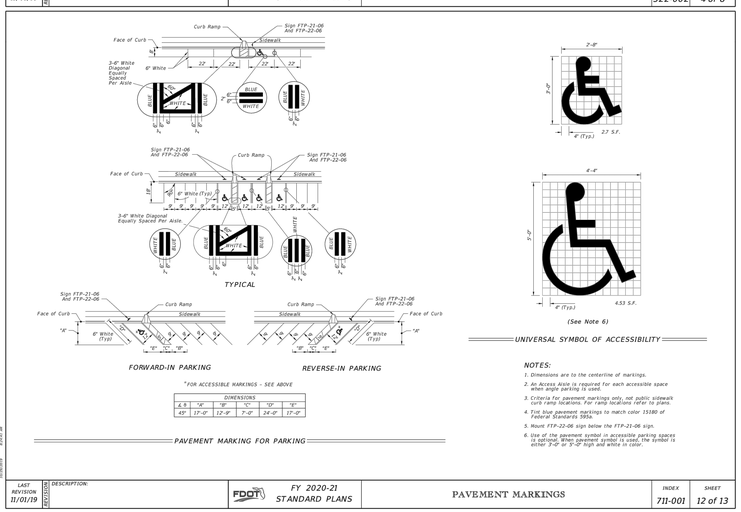
SIDEWALK CURB RAMPS CR-C AND SIDEWALK CURB

LAST REVISION 11/01/18	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 3 of 8



SIDEWALK CURB RAMPS CR-D, CR-E, CR-F & CR-G

LAST REVISION 11/01/18	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 4 of 8



*FOR ACCESSIBLE MARKINGS - SEE ABOVE

DIMENSIONS						
∠ θ	"A"	"B"	"C"	"D"	"E"	
45°	17'-0"	12'-9"	7'-0"	24'-0"	17'-0"	

PAVEMENT MARKING FOR PARKING

NOTES:
1. Dimensions are to the centerline of markings.
2. An Access Aisle is required for each accessible space when angle parking is used.
3. Criteria for pavement markings only, not public sidewalk curb ramp locations. For ramp locations refer to plans.
4. Tint blue pavement markings to match color 15180 of Federal Standards 595a.
5. Mount FTP-22-06 sign below the FTP-21-06 sign.
6. Use of the pavement symbol in accessible parking spaces is optional. When pavement symbol is used, the symbol is either 3'-0" or 5'-0" high and white in color.

LAST REVISION 11/01/19	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	PAVEMENT MARKINGS	INDEX 711-001	SHEET 12 of 13

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

VERTICAL DATUM: NAVD88

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
70	
71	
72	
73	
74	
75	
76	
77	
78	
79	
80	
81	
82	
83	
84	
85	
86	
87	
88	
89	
90	
91	
92	
93	
94	
95	
96	
97	
98	
99	
100	
101	
102	
103	
104	
105	
106	
107	
108	
109	
110	
111	
112	
113	
114	
115	
116	
117	
118	
119	
120	
121	
122	
123	
124	
125	
126	
127	
128	
129	
130	
131	
132	
133	
134	
135	
136	
137	
138	
139	
140	
141	
142	
143	
144	
145	
146	
147	
148	
149	
150	
151	
152	
153	
154	
155	
156	
157	
158	
159	
160	
161	
162	
163	
164	
165	
166	
167	
168	
169	
170	
171	
172	
173	
174	
175	
176	
177	
178	
179	
180	
181	
182	
183	
184	
185	
186	
187	
188	
189	
190	
191	
192	
193	
194	
195	
196	
197	
198	
199	
200	
201	
202	
203	
204	
205	
206	
207	
208	
209	
210	
211	
212	
213	
214	
215	
216	
217	
218	
219	
220	
221	
222	
223	
224	
225	
226	
227	
228	
229	
230	
231	
232	
233	
234	
235	
236	
237	
238	
239	
240	
241	
242	
243	
244	
245	
246	
247	
248	
249	
250	
251	
252	
253	
254	
255	
256	
257	
258	
259	
260	
261	
262	
263	
264	
265	
266	
267	
268	
269	
270	
271	
272	
273	
274	
275	
276	
277	
278	
279	
280	
281	
282	
283	
284	
285	
286	
287	
288	
289	
290	
291	
292	
293	
294	
295	
296	
297	
298	
299	
300	
301	
302	
303	
304	
305	
306	
307	
308	
309	
310	
311	
312	
313	
314	
315	
316	
317	
318	
319	
320	
321	
322	
323	
324	
325	
326	
327	
328	
329	
330	
331	
332	
333	
334	
335	
336	
337	
338	
339	
340	
341	
342	
343	
344	
345	
346	
347	
348	
349	
350	
351	
352	
353	
354	
355	
356	
357	
358	
359	
360	
361	
362	
363	
364	
365	
366	
367	
368	
369	
370	
371	
372	
373	
374	
375	
376	
377	
378	
379	
380	
381	
382	
383	
384	
385	
386	
387	
388	
389	
390	
391	
392	
393	
394	
395	
396	
397	
398	
399	
400	
401	
402	
403	
404	
405	
406	
407	
408	
409	
410	
411	
412	
413	
414	
415	
416	
417	
418	
419	
420	
421	
422	
423	
424	
425	
426	
427	
428	
429	
430	
431	
432	
433	
434	
435	
436	
437	
438	
439	
440	
441	
442	
443	
444	
445	
446	
447	
448	
449	
450	
451	
452	
453	
454	
455	
456	
457	
458	
459	
460	
461	
462	
463	
464	
465	
466	
467	
468	
469	
470	
471	
472	
473	
474	
475	
476	
477	
478	
479	
480	
481	
482	
483	
484	
485	
486	
487	
488	
489	
490	
491	
492	
493	
494	
495	
496	
497	
498	
499	
500	
501	
502	
503	
504	
505	
506	
507	
508	
509	
510	
511	
512	
513	
514	
515	
516	
517	
518	
519	
520	
521	
522	
523	
524	
525	
526	
527	
528	
529	
530	
531	
532	
533	
534	
535	
536	
537	
538	
539	
540	
541	
542	
543	
544	
545	
546	
547	
548	
549	
550	
551	
552	
553	
554	
555	
556	
557	
558	
559	
560	
561	
562	
563	
564	
565	
566	
567	
568	
569	
570	
571	
572	
573	
574	
575	
576	
577	
578	
579	
580	
581	
582	
583	
584	
585	
586	
587	
588	
589	
590	
591	
592	
593	
594	
595	
596	
597	
598	
599	
600	
601	
602	
603	
604	
605	
606	
607	
608	
609	
610	
611	
612	
613	
614	
615	
616	
617	
618	
619	
620	
621	
622	
623	
624	
625	
626	
627	
628	
629	
630	
631	
632	
633	
634	
635	
636	
637	
638	
639	
640	
641	
642	
643	
644	
645	
646	
647	
648	
649	
650	
651	
652	
653	
654	
655	
656	
657	
658	
659	
660	
661	
662	
663	
664	
665	
666	
667	
668	
669	
670	
671	
672	
673	
674	
675	
676	
677	
678	
679	
680	
681	
682	
683	
684	
685	
686	
687	
688	
689	
690	
691	
692	
693	
694	
695	
696	
697	
698	
699	
700	
701	
702	
703	
704	
705	
706	
707	
708	
709	
710	
711	
712	
713	
714	
715	
716	
717	
718	
719	
720	
721	
722	
723	
724	
725	
726	
727	
728	
729	
730	
731	
732	
733	
734	
735	
736	
737	
738	
739	
740	
741	
742	
743	
744	
745	
746	
747	
748	
749	
750	
751	
752	
753	
754	
755	
756	
757	
758	
759	
760	
761	
762	
763	
764	
765	
766	
767	
768	
769	
770	
771	
772	
773	
774	
775	
776	
777	
778	
779	
780	
781	
782	
783	
784	
785	
786	
787	
788	
789	
790	
791	
792	
793	
794	
795	
796	
797	
798	
799	
800	
801	
802	
803	
804	
805	
806	
807	
808	
809	
810	
811	
812	
813	
814	
815	
816	
817	
818	
819	
820	
821	
822	
823	
824	
825	
826	
827	
828	
829	
830	
831	
832	
833	
834	
835	
836	
837	
838	
839	
840	
841	
842	
843	
844	
845	
846	
847	
848	
849	
850	
851	
852	
853	
854	
855	
856	
857	
858	
859	
860	
861	
862	
863	
864	
865	
866	
867	
868	
869	
870	
871	
872	
873	
874	
875	
876	
877	
878	
879	
880	
881	
882	
883	
884	
885	
886	
887	
888	
889	
890	
891	
892	
893	
894	
895	
896	
897	
898	
899	
900	
901	
902	
903	
904	
905	
906	
907	
908	
909	
910	
911	
912	
913	
914	
915	
916	
917	
918	
919	
920	
921	
922	
923	
924	
925	
926	
927	
928	
929	
930	
931	
932	
933	
934	
935	
936	
937	
938	
939	
940	
941	
942	
943	
944	
945	
946	
947	
948	
949	
950	
951	
952	
953	
954	
955	
956	
957	
958	
959	
960	
961	
962	
963	
964	
965	
966	
967	
968	
969	
970	
971	
972	
973	
974	
975	
976	
977	
978	
979	
980	
981	
982	
983	
984	
985	
986	
987	
988	
989	
990	
991	
992	
993	
994	
995	
996	
997	
998	
999	
1000	

CITY COMMENTS	10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE
CIRRUS

SHEET TITLE
FDOT DETAILS

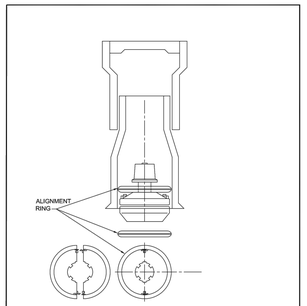
PROJECT NO.
11545

DRAWING NO.
11545_400_013

SHEET
13 of 19

H:\Projects Folder\11545\Drawings\11545_400\11545_400_013-019.dwg November 4, 2020 5:26:47 PM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

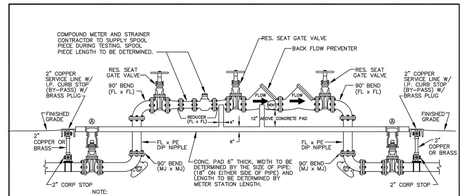


NOTES:
1. FOR ALL VALVES REGARDLESS OF SIZE AND DEPTH.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

ALIGNMENT RING

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: ALIGNMENT RING	



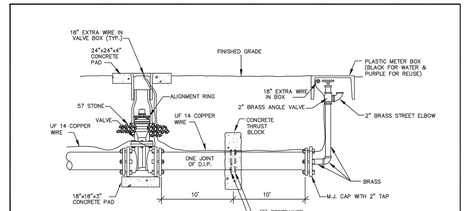
NOTE:
1. ASSEMBLY IS TO BE PAINTED RUST-O-THANE NO. 9407-1854 (BLUE)
2. ALL ABOVE GROUND BOLTS AND NUTS TO BE #304 STAINLESS STEEL.
3. ALTHREAD ROD WILL NOT BE PERMITTED.
4. 12" MIN. CLEARANCE FROM THE VENT ON THE BACKFLOW PREVENTER TO THE CONCRETE PAD.
5. 45° BENDS MAY BE USED WHEN PRIOR APPROVED BY ENGINEER.
6. ALL FITTINGS ARE RESTRAINED.
7. IN LIEU OF CONCRETE SUPPORTS, ADJUSTABLE STAINLESS STEEL SUPPORTS ALLOWED.
8. 2" COPPER SERVICE LINE TO BE INSTALLED ON BRASS SADDLE OR WELDED BOSS. 2" BRASS MAY BE USED IN LIEU OF COPPER.

Ⓐ REFER TO GATE VALVE & VALVE BOX DETAIL.
Ⓑ REFER TO THRUST BLOCK NOTES & DETAILS.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

3 INCH AND LARGER METER WITH BACKFLOW PREVENTER ABOVE GROUND INSTALLATION

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: 3 IN AND LARGER METER WITH BACKFLOW rev	



NOTE: PERMANENT BLOW-OFFS DO NOT REQUIRE A JOINT OF D.I.P. OR A VALVE. ALSO ALL BLOW-OFFS NEED TO BE PLACED AT PROPERTY LINES.

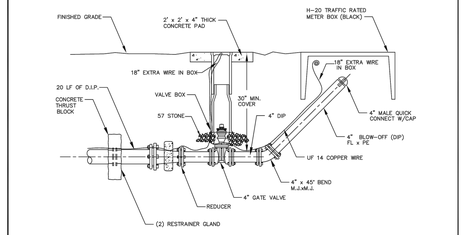
PROPER AMOUNT OF RESTRAINED PIPE UPSTREAM OF VALVE MAY BE USED IN LIEU OF THRUST COLLAR.

2" BLOW-OFF FOR 10" WATER MAINS AND SMALLER

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

BLOW-OFF DETAIL 1

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: BLOW OFF DETAIL 1	

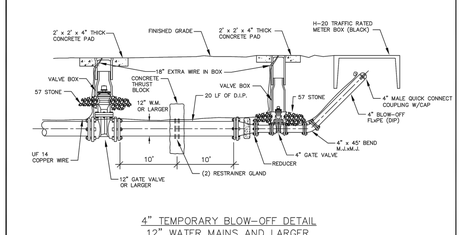


4" PERMANENT BLOW-OFF FOR 12" WATER MAINS AND LARGER

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

BLOW-OFF DETAIL 2

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 2 OF 3
ACAD NAME: BLOW OFF DETAIL 2	

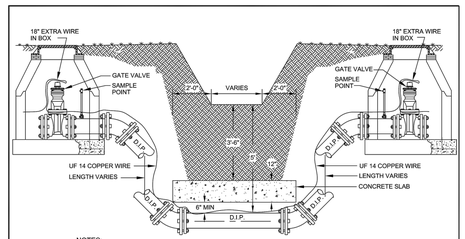


4" TEMPORARY BLOW-OFF DETAIL
12" WATER MAINS AND LARGER

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

BLOW-OFF DETAIL 3

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 3 OF 3
ACAD NAME: BLOW OFF DETAIL 3	

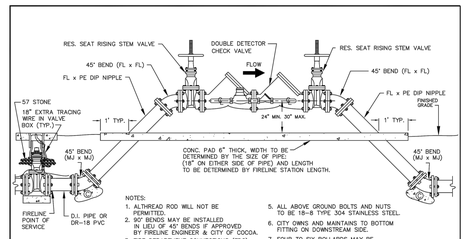


NOTES:
1. MAIN SHALL BE RESTRAINED JOINT D.I. PIPE AND EXTEND 5' ON EITHER SIDE OF THE DRAINAGE DITCH.
2. CONCRETE SLAB SHALL BE 2' WIDER THAN THE PIPE O.D. AND A MINIMUM WIDTH OF 6'.
3. CONCRETE SHALL BE 2500 PSI COMPRESSIVE STRENGTH WITH FIBERMESH REINFORCEMENT.
4. PER FDEP, ISOLATION VALVE CLOSEST TO THE WATER SOURCE WILL HAVE TWO PERMANENT TAPS AND WILL BE IN A MANHOLE.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

CANAL OR DRAINAGE DITCH CROSSING

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: CANAL OR DRAINAGE DITCH CROSSING	



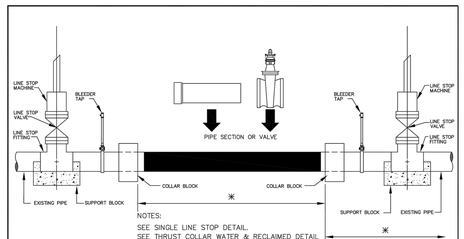
NOTES:
1. ALTHREAD ROD WILL NOT BE PERMITTED.
2. 90° BENDS MAY BE INSTALLED IN LIEU OF 45° BENDS IF APPROVED BY FIRELINE ENGINEER & CITY OF COCOA.
3. FIRE DEPARTMENT CONNECTIONS (FDC) WILL NOT BE PERMITTED ON ABOVE GROUND PIPING.
4. ASSEMBLY TO BE PAINTED RUST-OLEUM 9400 SYSTEM (RED) BY THE CITY, PAID FOR BY THE CONTRACTOR.
5. ALL ABOVE GROUND BOLTS AND NUTS TO BE 18-8 TYPE 304 STAINLESS STEEL.
6. CITY OWNS AND MAINTAINS TO BOTTOM FITTING ON DOWNSTREAM SIDE.
7. FOUR TO SIX BOLLARDS MAY BE REQUIRED, SPACED 18" FROM CENTERLINE.
8. A FIRELINE CONTRACTOR SHALL BE REQUIRED FROM THE FIRELINE POINT OF SERVICE.

Ⓒ REFER TO THRUST BLOCK NOTES & DETAILS.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

DOUBLE CHECK DETECTOR ASSEMBLY

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: DOUBLE CHECK DETECTOR ASSEMBLY	

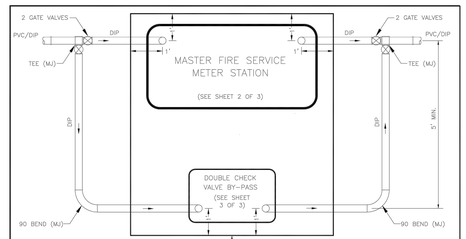


NOTES:
SEE SINGLE LINE STOP DETAIL.
SEE THRUST COLLAR WATER & RECLAIMED DETAIL
4"–8" LINE STOP REQUIRES 1" BLEEDER TAP
10" AND LARGER REQUIRES 2" BLEEDER TAP
SEE "SERVICE CONNECTIONS" SPECIFICATIONS
SEE APPENDIX "A" FOR APPROVED MATERIAL
✳ SEE RESTRAINED PIPE TABLE

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

DOUBLE LINE STOP DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: DOUBLE LINE STOP DETAIL	

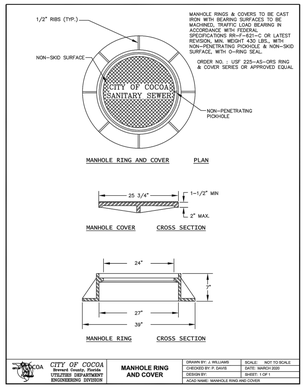


NOTES:
1. ALL UNDERGROUND PIPING IS TO BE DUCTILE IRON WITH RESTRAINED MECHANICAL JOINTS, POLYETHYLENE WRAPPED
2. PIPING SIZES TO BE DETERMINED BY THE ENGINEER OF RECORD AND APPROVED BY COCOA UTILITIES
3. ALL WORK IS TO CONFORM TO CITY OF COCOA STANDARDS.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

MASTER METER ASSEMBLY PLAN

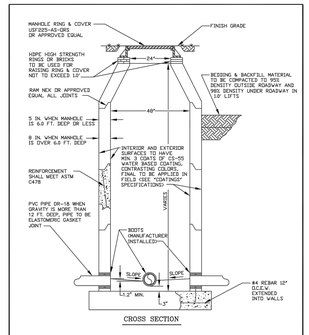
DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 3
ACAD NAME: MASTERMETERASSEMBLY1	



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

MANHOLE RING AND COVER

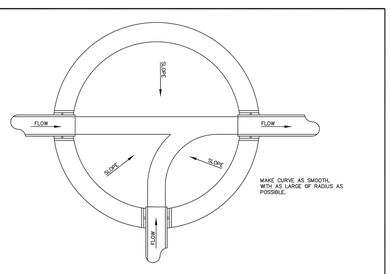
DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: MANHOLE RING AND COVER	



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

TYPICAL MANHOLE

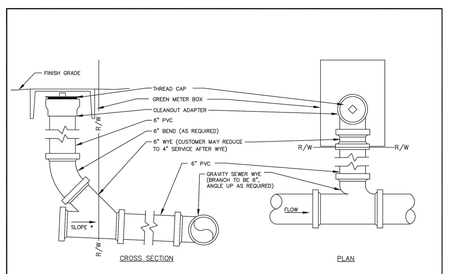
DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: TYPICAL MANHOLE	



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

MANHOLE INVERT

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: MANHOLE INVERT	

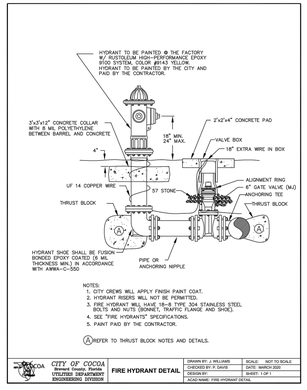


* MINIMUM SLOPE PER TECHNICAL SPECIFICATIONS

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

SINGLE SERVICE DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: SINGLE SERVICE DETAIL	



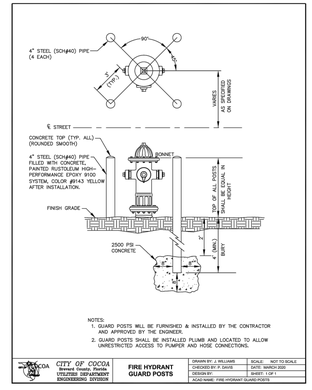
NOTES:
1. CITY CREWS WILL APPLY FINISH PAINT COAT.
2. HYDRANT RISERS WILL NOT BE PERMITTED.
3. FIRE HYDRANT BOLTS (BONNET, TRAFFIC FLANGE AND SHOE).
4. SEE "FIRE HYDRANTS" SPECIFICATIONS.
5. PAINT PAID BY THE CONTRACTOR.

Ⓐ REFER TO THRUST BLOCK NOTES AND DETAILS.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

FIRE HYDRANT DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: FIRE HYDRANT DETAIL	

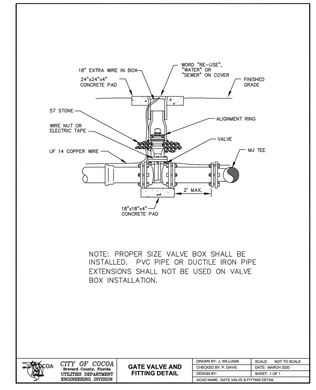


NOTES:
1. GUARD POSTS WILL BE FURNISHED & INSTALLED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
2. GUARD POSTS SHALL BE INSTALLED PLUMB AND LOCATED TO ALLOW UNRESTRICTED ACCESS TO PUMPER AND HOSE CONNECTIONS.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

FIRE HYDRANT GUARD POSTS

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: FIRE HYDRANT GUARD POSTS	

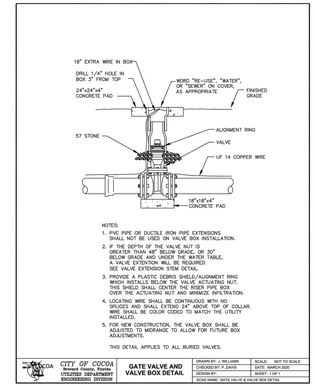


NOTE: PROPER SIZE VALVE BOX SHALL BE INSTALLED. PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

GATE VALVE AND FITTING DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: GATE VALVE & FITTING DETAIL	



NOTES:
1. PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
2. IF THE DEPTH OF THE VALVE NUT IS GREATER THAN 48" BELOW GRADE, OR 30" BELOW GRADE IN PAVED AREAS OR TABLE, A VALVE EXTENTION WILL BE REQUIRED. SEE VALVE EXTENSION STEM DETAIL.
3. PROVIDE A PLASTIC DEBRIS SHIELD/ALIGNMENT RING WHICH INSTALLS BELOW THE VALVE ACTUATING NUT. THIS SHIELD SHALL CENTER THE RISER PIPE BOX OVER THE ACTUATING NUT AND MINIMIZE INFILTRATION.
4. LOCATING WIRE SHALL BE CONTINUOUS WITH NO SPLICES AND SHALL EXTEND 24" ABOVE TOP OF COLLAR. WIRE SHALL BE COLOR CODED TO MATCH THE UTILITY INSTALLED.
5. FOR NEW CONSTRUCTION, THE VALVE BOX SHALL BE ADJUSTED TO MIDRANGE TO ALLOW FOR FUTURE BOX ADJUSTMENTS.

THIS DETAIL APPLIES TO ALL BURIED VALVES.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

GATE VALVE AND VALVE BOX DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: GATE VALVE & VALVE BOX DETAIL	

CITY OF COCOA UTILITIES TECHNICAL PROVISIONS

RESTRAINED PIPE TABLE
WATER AND RECLAIMED WATER MAINS

TYPE	MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S) PIPE SIZE						
	4"	6"	8"	10"	12"	16"	20"	24"
90°BEND	21	29	38	45	53	66	79	91
45°BEND	9	12	16	19	22	45	33	38
22-1/2°BEND	5	6	8	9	11	14	16	19
11-1/4°BEND	3	3	4	5	6	7	8	9
PLUG, BRANCH OF TEE, VALVE	58	82	107	128	151	193	234	273

NOTES:
1. FITTINGS SHALL BE RESTRAINED JOINTS.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
4. ALL LINE VALVES AND THROUGH RUN OF TEES SHALL BE RESTRAINED.
5. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS:

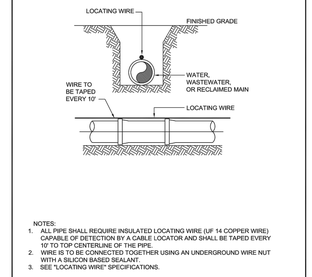
   WORKING PRESSURE: 150 PSI
   SOIL DESIGNATION: SM (SAND SILT)
   LAYING CONDITIONS: 3

6. TABLE IS FOR PVC AND WRAPPED DUCTILE IRON.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

RESTRAINED PIPE TABLE WATER & RECLAIMED WATER MAINS

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: RESTRAINED PIPE TABLE (WATER AND RECLAIMED	

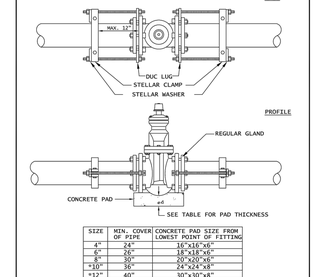


NOTES:
1. ALL PIPE SHALL REQUIRE INSULATED LOCATING WIRE (UF 14 COPPER WIRE) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE TAPED EVERY 10' TO TOP CENTERLINE OF THE PIPE.
2. WIRE IS TO BE CONNECTED TOGETHER USING AN UNDERGROUND WIRE NUT WITH A SILICON BASED SEALANT.
3. SEE "LOCATING WIRE" SPECIFICATIONS.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

LOCATING WIRE DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: LOCATION WIRE DETAIL	



SIZE	MIN. COVER OF PIPE	CONCRETE PAD SIZE FROM LOWEST POINT OF FITTING
4"	24"	16"x16"x6"
6"	26"	18"x18"x6"
8"	30"	20"x20"x6"
*10"	36"	24"x24"x8"
*12"	40"	30"x30"x8"

* NOTE: 10" AND 12" REQUIRE TWO CLAMPS AND FOUR RODS PER SIDE.

VALVES INSTALLED PER MANUFACTURER'S RECOMMENDATION ON DIP AND PVC.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

VALVE INSERT FOR A.C. PIPE

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: VALVE INSERT	

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

VERTICAL DATUM: NAVD88

⚠ CITY COMMENTS	10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE

CIRRUS

SHEET TITLE

CITY OF COCOA DETAILS

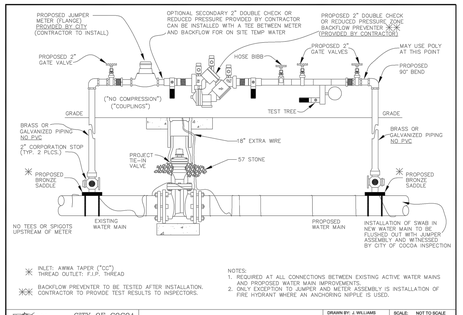
PROJECT NO. 11545

DRAWING NO. 11545_400_014

SHEET 14 of 19

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

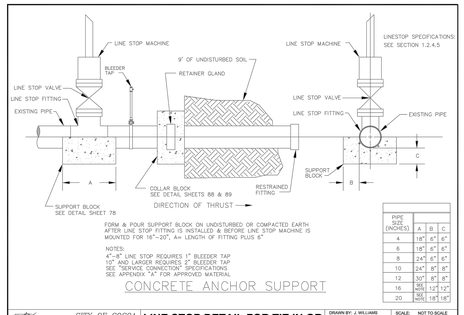
H:\Projects Folder\11545\Drawings\11545_400\11545_400_013-019.dwg November 4, 2020 5:29:05 PM DB



CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

JUMPER METER ASSEMBLY

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: JUMPER METER ASSEMBLY	



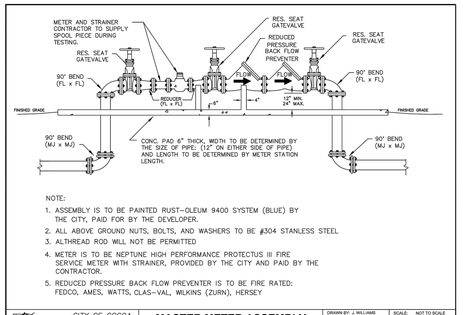
CONCRETE ANCHOR SUPPORT

PIPE SIZE (INCHES)	A	B	C
4	18"	6"	6"
6	18"	6"	6"
8	24"	6"	6"
10	24"	8"	8"
12	30"	8"	8"
16	36"	12"	12"
20	48"	18"	18"

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

LINE STOP DETAIL FOR TIE IN OR CAPPING EXISTING WATER MAIN

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: LINE STOP DETAIL FOR TIE IN OR CAPPING EXISTING WATER MAIN	

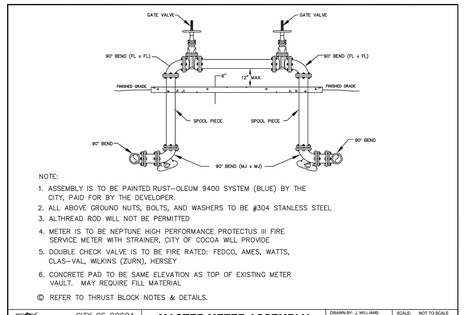


NOTE:
1. ASSEMBLY IS TO BE PAINTED RUST–OLEUM 9400 SYSTEM (BLUE) BY THE CITY, PAID FOR BY THE DEVELOPER.
2. ALL ABOVE GROUND NUTS, BOLTS, AND WASHERS TO BE #304 STANLESS STEEL
3. ALTHREAD ROD WILL NOT BE PERMITTED
4. METER IS TO BE NEPTUNE HIGH PERFORMANCE PROTECTUS III FIRE SERVICE METER WITH STRAINER, PROVIDED BY THE CITY AND PAID BY THE CONTRACTOR.
5. REDUCED PRESSURE BACK FLOW PREVENTER IS TO BE FIRE RATED: FEDCO, AMES, WATTS, CLAS–VAL, WILKINS (ZURN), HERSEY

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

MASTER METER ASSEMBLY METER STATION DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 3 OF 3
ACAD NAME: MASTERMETERSTATIONDETAIL V2	



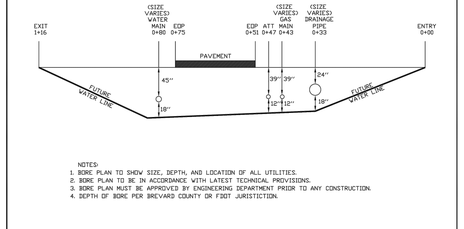
NOTE:
1. ASSEMBLY IS TO BE PAINTED RUST–OLEUM 9400 SYSTEM (BLUE) BY THE CITY, PAID FOR BY THE DEVELOPER.
2. ALL ABOVE GROUND NUTS, BOLTS, AND WASHERS TO BE #304 STANLESS STEEL
3. ALTHREAD ROD WILL NOT BE PERMITTED
4. METER IS TO BE NEPTUNE HIGH PERFORMANCE PROTECTUS III FIRE SERVICE METER WITH STRAINER, CITY OF COCOA WILL PROVIDE
5. DOUBLE CHECK VALVE IS TO BE FIRE RATED: FEDCO, AMES, WATTS, CLAS–VAL, WILKINS (ZURN), HERSEY
6. CONCRETE PAD TO BE SAME ELEVATION AS TOP OF EXISTING METER VAULT, MAY REQUIRE FILL MATERIAL

© REFER TO THRUST BLOCK NOTES & DETAILS.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

MASTER METER ASSEMBLY DOUBLE CHECK BYPASS

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 3 OF 3
ACAD NAME: MASTERMETERSTATIONDETAIL V3	



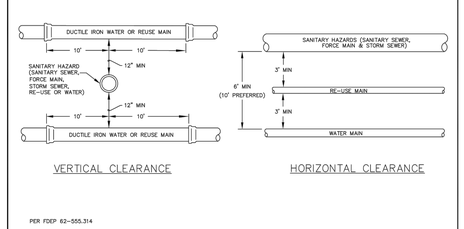
NOTES:
1. ALTHREAD ROD WILL NOT BE PERMITTED.
2. FIRE DEPARTMENT CONNECTIONS (FDC) WILL NOT BE PERMITTED ON ABOVE GROUND PIPING.
3. ASSEMBLY TO BE PAINTED RUST–O–THANE RED NO. 9405–1611
4. ALL ABOVE GROUND BOLTS AND NUTS TO BE 18–8 TYPE 304 STAINLESS STEEL.
5. CITY OWNS AND MAINTAINS TO BOTTOM FITTING ON DOWNSTREAM SIDE.
6. FOUR TO SIX BOLLARDS MAY BE REQUIRED, SPACED 18" FROM CENTERLINE.
7. A FIRELINE CONTRACTOR SHALL BE REQUIRED FROM THE FIRELINE POINT OF SERVICE.

© REFER TO "THRUST BLOCK" NOTES & DETAILS.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

"N" PATTERN DOUBLE CHECK DETECTOR ASSEMBLY

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: N PATTERN DOUBLE CHECK DETECTOR ASSEMBLY	



STEP–1 PLACE TUBE OF POLYETHYLENE MATERIAL AROUND PIPE PRIOR TO LOWERING PIPE INTO TRENCH.

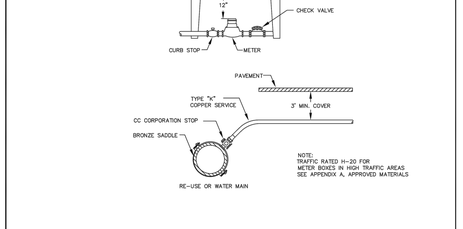
STEP–2 PULL THE TUBE OVER THE LENGTH OF THE PIPE. TAPE TUBE TO PIPE AT JOINT. FOLD MATERIAL AROUND THE ADJACENT SPIGOT END AND WRAP WITH THREE HORIZONTAL TURNS OF TWO–INCH WIDE PLASTIC TAPE TO HOLD PLASTIC TUBE AROUND SPIGOT END.

STEP–3 ADJACENT TUBE OVERLAPS FIRST TUBE AND IS SECURED WITH PLASTIC ADHESIVE TAPE. THE POLYETHYLENE TUBE MATERIAL COVERING THE PIPE WILL BE LOOSE. EXCESS MATERIAL SHALL BE NEATLY DRAWN UP AROUND THE PIPE BARREL, FOLDED INTO AN OVERLAP ON TOP OF THE PIPE AND HELD IN PLACE BY MEANS OF PIECES OF THE PLASTIC TAPE AT APPROXIMATELY THREE TO FIVE FOOT INTERVALS.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

POLYETHYLENE WRAP

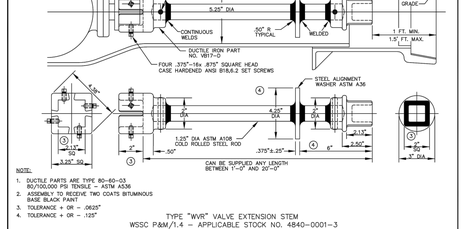
DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: POLY WRAP	



CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

SOLID SLEEVE DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: SOLID SLEEVE DETAIL	



A–RESTRAINED JOINT
B–45° BEND (MJ)

* ALL PIPING UNDER STORM DRAINAGE TO BE DIP PER CITY SPECIFICATIONS
ALL PIPE CLEARANCES TO BE PER FDEP SPECIFICATIONS (CHAPTER – 62 – 610 FAC)

PER FDEP 62–555.314

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

STORM DRAIN CROSSING

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: STORM DRAIN CROSSING	

NOTE: FOR VALVE ASSEMBLY, SEE "VALVE" DETAIL

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

TAPPING SADDLE AND VALVE

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: TAPPING SADDLE AND VALVE	

THRUST BLOCK NOTES

1.) WRAP ALL FITTINGS WITH POLYETHYLENE FILM BEFORE POURING THRUST BLOCK, MARKING CERTAIN TO KEEP CONCRETE AWAY FROM ALL BOLTS, GLANDS, AND FLANGES.

2.) THRUST BLOCKS TO BE POURED AGAINST UNDISTURBED EARTH.

3.) REQUIRED VOLUMES OF BEARING AREAS TO BE AS SHOWN IN CHART. ADJUSTMENTS, IF NEEDED, WILL BE ALLOWED TO CONFORM TO TEST PRESSURE AND ALLOWABLE SOIL BEARING STRESS AS SHOWN IN SPECIFICATIONS.

4.) BEARING AREA FOR TRANSIT BLOCKS ON HORIZONTAL BENDS IS BASED ON A TEST PRESSURE OF 150 P.S.I. AND SOIL BEARING STRESS OF 2,000 P.S.F., THE DEPTH TO THE THRUST BLOCK BASE TO BE EQUAL TO OR GREATER THAN TWICE THE HEIGHT. (EXAMPLE: IF BLOCK IS 2' THICK, THE BASE IS TO BE NO GREATER THAN 4' BELOW GRADE.)

5.) VERTICAL BEND THRUST BLOCKS TO BE THE SAME AS HORIZONTAL BENDS.

6.) BEARING AREA OF THRUST BLOCK TO BE NOT LESS THAN ONE SQUARE FOOT.

MINIMUM BEARING AREA (SQ. FT.)

LETTER	PIPE SIZE 4"	6"	8"	10"	12"	16"	20"
A	1–1/2	2–3/4	5	7–1/4	10–1/4	18	27–1/2
B(22–1/2)	3/4	1	2	3	4	7	11
B (45°)	1	2–1/4	3–3/4	5–1/2	8	13–3/4	21
C	2	4	7	11–1/4	16–1/2	25–1/4	39

THE FIGURES IN THIS TABLE REPRESENT AREA OF CONCRETE BLOCKING AGAINST THE VERTICAL TRENCH WALL OF UNDISTURBED EARTH IN SQUARE FEET AT 2000 P.S.F. SOIL BEARING CAPACITY.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

THRUST BLOCK NOTES & DETAILS

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: THRUST BLOCK NOTES & DETAILS	

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

THRUST COLLAR WATER AND RECLAIMED

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 2
ACAD NAME: THRUST COLLAR WATER AND RECLAIMED 1 OF 2	

SCHEDULE OF DIMENSIONS AND MATERIALS

PIPE SIZE (INCHES)	DIMENSIONS (FT.) A	B	C	D	TIE RODS REQ'D DIA. (in.)	NO.
4	2.0	2.0	1.0	2.0	3/4	2
6	2.0	2.0	1.0	4.0	3/4	2
8	3.0	3.0	1.0	5.0	3/4	2
10	4.0	3.0	1.0	8.0	3/4	4
12	5.0	3.0	1.0	10.0	3/4	4
16	*	*	*	*	*	*
20	*	*	*	*	*	*
24	*	*	*	*	*	*

NOTE: THRUST COLLAR AREAS TO BE COMPUTED ON BASIS OF 2000 LBS/SF SOIL RESTRAINT BEARING. SOIL DENSITY ASSUMED 120 PCF. SOIL COHESION 20°.

NOTES:
1. ADDITIONAL REINFORCEMENTS SHALL BE AS SPECIFIED BY THE ENGINEER.
2. MINIMUM COMPRESSIVE STRENGTH FOR CONCRETE SHALL BE 3000 PSI.
3. BEDDING, BACKFILL AND COMPACTION SHALL BE AS SPECIFIED ELSEWHERE IN THE STANDARD DRAWINGS.
4. ALL FORM BOARDS SHALL BE REMOVED PRIOR TO BACKFILL.
5. NO ALLOWANCE SHALL BE MADE FOR FRICTION BETWEEN THE PIPE WALL AND THE THRUST COLLAR.
6. DESIGN PRESSURE: 150 PSI.
7. TIE RODS TO BE 3/4" SS 18-8 TYPE 304.

★ TO BE DESIGNED BY ENGINEER OF RECORD.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

THRUST COLLAR WATER AND RECLAIMED

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 2 OF 2
ACAD NAME: THRUST COLLAR WATER AND RECLAIMED 2 OF 2	

NOTES:
1. BORE PLAN TO SHOW SIZE, DEPTH, AND LOCATION OF ALL UTILITIES.
2. BORE PLAN TO BE IN ACCORDANCE WITH LATEST TECHNICAL PROVISIONS.
3. BORE PLAN MUST BE APPROVED BY ENGINEERING DEPARTMENT PRIOR TO ANY CONSTRUCTION.
4. DEPTH OF BORE PER BREVARD COUNTY OR FDOT JURISTICTION.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

TYPICAL BORE PLAN

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: TYPICAL BORE PLAN	

1. IF DEPTH IS 30" OR >, PIPE MAY BE PVC PER CITY SPECIFICATIONS
2. IF DEPTH IS 30" TO 24", PIPE TO BE DIP PER CITY SPECIFICATIONS

VERTICAL CLEARANCE

HORIZONTAL CLEARANCE

PER FDEP 62–555.314

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

TYPICAL REQUIRED SEPARATION

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: TYPICAL REQUIRED SEPARATION	

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

TYPICAL 3/4"– 2" SERVICE LINE

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: TYPICAL SERVICE LINE	

NOTE:
1. DUCTILE PARTS ARE TYPE 80–60–03 80,700,000 PSI TENSILE – ASTM A536
2. ASSEMBLY TO RECEIVE TWO COATS BITUMINOUS BASE BLACK PAINT
3. TOLERANCE + OR – .0625"
4. TOLERANCE + OR – .125"

TYPE "WVR" VALVE EXTENSION STEM
WSSC P&M/1.4 – APPLICABLE STOCK NO. 4840–0001–3

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

VALVE EXTENSION STEM FOR W.S.S.C. VALVE BOXES

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: VALVE EXTENSION STEM	

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

VERTICAL DATUM: NAVD88

8	
7	
6	
5	
4	
3	
2	
1 CITY COMMENTS	10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE
CIRRUS

SHEET TITLE
CITY OF COCOA DETAILS

PROJECT NO.
11545

DRAWING NO.
11545_400_015

SHEET
15 of 19

H:\Projects Fedcat\11545\Drawings\11545_400\11545_400_013-319.dwg November 4, 2020 5:29:24 PM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

1.1 GENERAL

These Technical Provisions and Standard Details identifies design, installation, inspection, and acceptance specifications to be used for water, wastewater, and reclaimed water systems that will be maintained and operated by the City of Cocoa. All potable water, wastewater, and reclaimed water mains and appurtenances must be installed in accordance with this Manual, the City of Cocoa Cross Connection Control Program Manual, the City of Cocoa Utilities Handbook, and the approved plans.

Contractor requirements include:

Furnishing all labor, materials, tools and equipment necessary or incidental to the construction.

Obtaining and paying for all permits, inspections, and other official fees in connection with the work.

Arranging a pre-construction conference with the Engineering Inspection Division. **All fees must be paid prior to the pre-construction meeting.** It is required that the pre-construction meeting be held prior to ordering materials.

Scheduling materials inspection (24-hour notice), open ditch inspection, pressure/leakage test, and final inspection.

Provide all documents per the project requirement letter, including but not limited to As Built Drawings, Bills of Sale, Easements, etc.

Make certain that no public water/wastewater lines are placed on private property.

Any deviation from these requirements must be approved in writing by the Utilities Director or his designee prior to commencement of construction.

Fees charged by the City are set by City Council by resolution and are listed on the appendix "Water Service Rates and Charges" made a part of the Utilities Handbook. Fees are subject to change without notice. The most current fees will be charged.

The Utilities Department and Engineering Division are located at 351 Shearer Blvd., Cocoa, Florida, 32922. The telephone number is (321) 433-8701; facsimile number is (321) 433-8708.

1.2 DEFINITIONS

The term "**approved equal**" is used to mean a part or item that has been approved in writing by the Technical Provision and Standard Details Advisory Committee or the Utilities Director. A written request must be made in order to have an item accepted as an approved equal. Written specifications on the part or item must be furnished with the request.

Approved Tapping/Linestop Contractor - A Contractor who has been approved by the Engineering Division to perform taps or linestops within the Cocoa Water System. A current list is maintained and available through the Engineering Division.

Backflow Preventer Assembly - A backflow preventer assembly, also called a cross connection control (CCC) device, is a mechanical or non-mechanical device used to prevent the flow of water from a non-potable source to the potable water distribution system. Approved backflow preventers are testable assemblies composed of two independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly, and fitted with properly located resilient seated test cocks.

Canal - A trench, the bottom of which is normally covered by water, with the upper edges of its two sides normally above water.

City - Means the City of Cocoa.

Collection Mains - Wastewater gravity mains.

Competent Person - A person who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Distribution Main - Any water main twelve inches (12") and smaller.

Domestic - Means made or manufactured in the USA.

Drainage Ditch or Irrigation Ditch - A man-made trench which is dug for the purpose of draining water from the land or for transporting water for use on the land and which is not built for navigational purposes.

Force Main - Wastewater main under pressure.

Manual - City of Cocoa Utilities Technical Specification and Standard Details Manual

Normal Working Day - Monday through Friday, excluding CITY holidays.

Normal Working Hours - Hours are between the hours of 8:00 a.m. to 5:00 p.m. of a NORMAL WORKING DAY.

Passivated - Treated or coated metal to reduce the chemical reactivity of its surface.

Stainless Steel - A steel alloy with a minimum of 10.5% to 11% chromium.

Substantial Completion - The point when the construction project has been finished to the point that the City of Cocoa can use the project for the purpose it was intended.

Swale - A manmade trench which:

A. Has a top width-to-depth ratio of the cross-section equal to or greater than 6:1, or side slopes equal to or greater than three feet horizontal to one foot vertical;
B. Contains contiguous areas of standing or flowing water only following a rainfall event; C. Is planted with or has stabilized vegetation suitable for soil stabilization, stormwater treatment, and nutrient uptake;
D. Is designed to take into account the soil erodibility, soil percolation, slope, slope length, and drainage area to prevent erosion and reduce pollutant concentration of any discharge.

Technical Provision and Standard Details Committee - Committee whose members shall consist of the manager, or their designee, of the following UTILITIES staff: Engineering, Inspections, Water Field Operations, and Sewer Field Operations. The committee evaluates and proposes revisions for the design standards, specifications, drawings, products and procedures for the Manual.

Transmission Main - Any water main sixteen inch (16") and larger. Fourteen-inch (14") pipelines are not acceptable.

Utilities - Utilities Department of the City of Cocoa, Cocoa, Florida, and/or its designated representative(s).

Utilities Handbook - The City of Cocoa Utilities Handbook produced by the Customer Service Division of the Finance Department.

Whenever a specification from a specific source is cited, the most current revision of that specification will be used. **The word "shall" is mandatory, and the word "may" is permissive.**

Unless otherwise specified, "**City**" means City of Cocoa; "**Utilities Department**" means City of Cocoa Utilities Department; "**Engineering Division**" means City of Cocoa Utilities Engineering Division, **"Inspections or Inspector"** means City of Cocoa Utilities Engineering Inspections Division.

1.3 ABBREVIATIONS

American Association of State Highway and Transportation Officials - AASHTO
Asbestos Cement - AC
Association of PVC Pipe Manufacturers - Uni-Bell American National Standards Institute - ANSI American Society of Civil Engineers - ASCE American Society of Mechanical Engineers - ASME American Society for Testing and Materials - ASTM American Water Works Association - AWWA
American Water Works Association Tapered Thread - CC American Society of Sanitary Engineers - ASSE
Automatic Transfer Switch - ATS
City of Cocoa - CoC Copper Clad Steel - CCS
Copper Development Association - CDA Cross Connection Control - CCC Dimension Ratio - DR
Double Check Backflow Assembly - DC Double Check Detector Assemblies - DCDA Dry Film Thickness - DFT
Ductile Iron Pipe Research Association - DIPRA Ductile Iron Pipe - DIP
Engineer of Record - EOR
Florida Administrative Code - FAC
Florida Department of Environmental Protection - FDEP Florida Department of Transportation - FDOT
Florida East Coast Rail Road - FECRR
Foundation for Cross-Connection Control and Hydraulic Research - FCCCHR Flange - FL
Factory Mutual - FM
High-Density Polyethylene - HDPE Horizontal Directional Drilling - HDD Jack and Bore - J&B
Maintenance of Traffic - MOT
Manual on Uniform Traffic Control Devices - MUTCD National Association of Corrosion Engineers - NACE National Fire Protection Association - NFPA
National Sanitation Foundation - NSF National Standard Thread - NST
Non-rising stem - NRS
Original Equipment Manufacturer - OEM Outside Screw and Yoke - OS&Y
National Pollution Discharge Elimination System - NPDES Plain End - PE
Polyvinylchloride - PVC
Precautionary Boil Water Notice - PBWN Portable Changeable Message Signs - PCMS
Pre-stressed Concrete Cylinder Pressure Pipe - PCCP Project Manager - PM
Pounds per Square Inch - PSI Raised Pavement Marker - RPM
Reduced Pressure Backflow Assembly - RP Reduced Pressure Detector Assembly- RPDA Reinforced Concrete Pressure Pipe - RCP Stainless Steel - SS
Technical Provision and Standard Details - TPSD Traffic Control Plan - TCP
Underwriters Laboratories - UL Unified Numbering System - UNS Variable Frequency Drive - VFD

2.1 WATER MAIN CROSSINGS

2.1.1 GENERAL

In all cases where sanitary gravity or force mains cross water mains the crossing shall meet the vertical and horizontal separation requirements of FAC Rule 62-555.314. When separation requirements cannot be met, the Engineer of Record must propose an alternative solution that meets the requirements of FAC 62-555.314 for approval by the Engineering Division. The water main should cross above the sanitary main, when the water main must cross below the sanitary main, the minimum separation shall be 12 inches.

2.2 MATERIALS SPECIFICATIONS

2.2.1 PIPE

2.2.1.1 Polyvinyl Chloride Pressure Pipe, 4" - 12"

Polyvinyl chloride pressure pipe (sizes 4" through 12") will be cast iron pipe equivalent outside diameter Class 235 (DR 18) conforming to the American Water Works Association's (AWWA) specification C900 and will be blue or white in color. Pipe will be in standard 20-foot lengths. All joints will be of the elastomeric-gasket type with thickened, integral solid-wall bell or coupling with the same DR as the barrel. All PVC pipe and couplings will bear the UL label and NSF approval for potable water.

2.2.1.2 Fusible Polyvinyl Chloride Pipe, 4" - 12"

Polyvinyl chloride pressure pipe (size 4" through 12") will be cast iron pipe equivalent outside diameter and a pressure rating of 235 PSI (DR 18) conforming to AWWA specification C900 and will be blue or white in color. Fusible PVC pipe shall be supplied by Underground Solutions, Inc. It shall be installed in accordance with the suppliers' specifications. All PVC pipe will bear the UL label and NSF approval for potable water.

2.2.1.3 Ductile Iron Pipe

Ductile iron pipe will be cement-lined pressure Class 350 for 12-inch diameter and smaller and Class 250 for 16-inch and larger conforming to AWWA specification C151. Water main and storm drain crossing conflicts will be properly designed by the project engineer and approved by theUtilities Department prior to installation. Water mains that are less than 10 feet apart from building foundations or other permanent objects will be ductile iron pipe. In no case will water mains be located less than 5 feet from foundations. The above distances will be doubled for water mains larger than 8" in diameter. Polyethylene sleeve conforming to AWWA specification C105 will be provided for all installations. The polyethylene sleeve will be sealed with tape and shall be blue for water mains.

2.2.1.4 High Density Polyethylene (HDPE) Pipe

HDPE pipe is generally not accepted in the City of Cocoa water system, except as a carrier pipe for a pressurized utility main.

2.2.1.5 Reclaimed Water

PVC pipe installed in reclaimd water systems will be Class 235 (DR 18) conforming to AWWA specification C900 and will be purple in color. Ductile iron pipe installed in the reclaimed water system will be pressure Class 350 for 12" and smaller and pressure Class 250 for 16" and larger, provided 3 feet of cover can be maintained. Where cover is less than 3 feet, pressure Class 350 is required. Polyethylene sleeve conforming to AWWA specification C105 will be provided for all installations. The polyethylene sleeve will be sealed with tape and shall be purple for reclaimed water mains.

2.2.2 VALVES, VALVE BOXES, AND VALVE EXTENSIONS

2.2.2.1 Resilient Seat Gate Valves, 4" - 36"

Resilient seat gate valves will have mechanical joint ends as manufactured by **American Flow Control; AVK; M&H; U.S. Pipe; Clow; Mueller** or an approved equal. The resilient seat gate valves must conform to AWWA specification C509 or C515 and be manufactured in the U.S.A. Resilient seats will be of natural or synthetic rubber and be fully encapsulated to gate. Valves will have 18-8 Type 304 Stainless Steel bolts and nuts. The interior and exterior of the valve body will be fusion-bonded epoxy coated in accordance with AWWA specification C550 in order to provide a corrosion-resistant seat. The coating must be applied in a manner to withstand the action of line fluids and operation of the sealing gate under long-term service. Valve seats must seal by compression only. Wedging or sliding of the resilient seat is not acceptable. Valves will be supplied with 2"-square operating nuts and be designed to provide a bubble tight seal regardless of direction of flow. Opening the valve will be in the counterclockwise direction. Valves 16" and larger will have Bevel Gear Operators. For gate valves 16" and larger to be stood up straight, the 2" operating nut must have 12" of cover. Engineer of Record or Contractor must demonstrate the 12" of cover over the 2" operating nut can be achieved by showing all pertinent dimensions. Tapping valves shall have a centering ring.

2.2.2.2 Butterfly Valves, 16" and Larger

Butterfly valves shall be used for above ground service. Butterfly valves shall have flanged ends, be rubber seated, 90o tight closing type, short body. The interior and exterior will be fusion-bonded epoxy coated in accordance with AWWA specification C550. The valve shaft will be of 316 Stainless Steel. Body dimensions and minimum shaft diameter will be in accordance with Tables 1 and 3 of AWWA specification C504. The valve seat will be of molded natural or synthetic rubber, will be mechanically secured to the disc or to the valve body, and will mate against a stainless-steel seat surface. The gear ratio will be such as to require not more than 50-foot pounds of input torque to operate the valve against the worst case of a water flow velocity of 10 feet per second at a pressure of 100 psi differential. A torque-limiting device will be supplied if the allowable operator input is less than 450-foot pounds. Butterfly valves will have a factory installed hand wheel. The valve will open when the operator nut is turned counterclockwise. **Butterfly valves will not be used for buried service.**

2.2.2.3 Valves, 2"

Two-inch valves for use with the 2" blow-off gate valve will be rated at 125 SWP or 200 WOG. All 2" gate valves must meet all EPA and DEP requirements regarding lead and zinc contents. Brass fittings and 2" brass wheel valves are shall be used on blow-offs. All valves must be manufactured in the U.S.A.

2.2.2.4 Valve Boxes

Valve boxes and lids must be manufactured in the U.S.A. Boxes and lids must be structurally equal to those produced by **East Jordan Iron Works** or **Tyler** and must have 5-1/4" minimum inside diameter. Cast iron valve boxes will consist of a circular cast iron top and bottom section. The depth must be determined, and the appropriate valve box must be installed. No PVC or Ductile is permitted in the valve box. Boxes must be set flush with finished ground surface in such a manner as to permit easy use of a valve wrench and to prevent surface loads from being transmitted to the valve or pipe. Box sections must be telescopic and adjustable. Valve box lids should have the word "WATER" or "SEWER" or "REUSE", as appropriate, cast on the top. A concrete pad (24" L x 24" W x 4" D) will be poured around all boxes at finished grade level unless the valve is located in a paved roadway or parking lot. A Valve identification plate engraved to indicate the type, size, and number of turns will be securely anchored to the concrete pad. Valve identification plates for valves 12" and larger will also indicate the torque necessary for actuation.

2.2.2.5 Valve Extensions

If the depth of the valve nut is greater than 48" below grade, or 30" below grade and under the water table, a valve extension stem will be required. The extension will have a centering collar and will be mechanically attached to the valve operating nut, such as extensions manufactured by the General Engineering Company, Model #4840-0001-3, or an approved equal to be determined by the Engineering Supervisor or his/her designee.

2.2.2.6 Valve Box Debris Shield

All buried valves 4-inch through 12-inch requiring a valve box shall be furnished with a valve box shield (alignment device). The device shall minimize debris infiltration and center the valve box over the operating nut. The device shall be of HDPE or plastic and colored white or black. It shall be furnished in two pieces that will lock together under the operating nut without requiring the removal of the operating nut. The device shall not affect the operation of the valve. No one-piece device will be accepted. The device shall be **Box Lok**, **American** or approved equal.

2.2.2.7 Insert Valve Specification

The Insert Valve shall conform to the following:

The Ductile Iron 250 p.s.i.g. Insert Valve shall be a Resilient Wedge Gate Valve designed for use in potable water, raw water, reclaimed water, wastewater and backflow control systems. The host pipe shall not be a permanent component of the Insert Valve. The ductile iron body, bonnet, and wedge provide strength and a pressure rating that meets or exceeds the requirements of AWWA C515. Insert Valve shall be ductile iron construction meeting ASTM A536 Grade 65-45-12.Sizes 12" and smaller must be capable of working on Cast/Grey Iron or Ductile Iron Class A, B, C and D, IPS PVC, C900 and C909 PVC, Steel, AC pipe diameters without changing either top or bottom portion of split valve body. The Insert Valve shall have a 250 psig maximum working pressure. The pressure rating markings must be cast into the body of the insert valve. The construction of the Resilient Wedge shall comply with AWWA C509 requirements. The ductile iron wedge shall be fully encapsulated with EPDM rubber by a high pressure and high temperature compression or injection mold process. The resilient wedge shall seat on the valve body and not the pipe to obtain the optimum seating and flow control results. The resilient wedge shall be totally independent of the carrier pipe. The resilient wedge shall not come into contact with the carrier pipe or depend on the carrier pipe to create a seal. The Resilient wedge must ride inside the body channels to maintain wedge alignment throughout its travel. The insert valve is fully epoxy coated on the interior and the exterior. Valve shall be coated with a minimum of 10 mils epoxy in compliance with AWWA C550 and certified to ANSI/NSF-61. The stuffing box, operating stem and resilient wedge (complete bonnet and all moving parts) shall be removable, repairable and or replaceable under pressure.

See "Appendix A" Approved Materials for approved Insert Gate Valves.

2.2.3 BACKFLOW PREVENTERS

2.2.3.1 General

All connections to the City of Cocoa potable water system shall contain a backflow preventer assembly as required in the "City of Cocoa Cross Connection Control Program Manual". Backflow preventer assemblies shall be in accordance with AWWA specification C510, ASSE 1048, UL 1469, and as listed in "Appendix A" of this document. All backflow preventers shall be installed per Standard Details in "Appendix B". Backflow preventers on fire line and commercial services shall have test certifications submitted and approved prior to final inspection.

Backflow preventers will have interior fusion bonded epoxy coating 5 to 12 mils and will be installed above grade in accordance with manufacturer's recommendations on a concrete slab adjacent to the meter. Check valves must have bronze seats.

Commercial Services: Cross connection control device required for commercial service, including multi-family residences, shall be a reduced pressure (RP) backflow preventer unless otherwise approved by the Engineering Division.

Residential Services: Cross connection control device required for residential service shall be a dual check backflow preventer.

Construction Sites: Cross connection control device required for temporary construction jumpers shall be a double check backflow preventer. The Contractor shall provide test certifications on the jumper backflow preventer before the jumper is placed into service.

2.2.3.2 Fire Services

Cross connection control devices for fire line systems shall be double check detector assemblies (DCDA) or reduced pressure detector assemblies (RPDA). DCDA and RPDA shall meet the requirements of the Florida Building Code and must be supplied with a ¾-inch or larger bypass assembly. DCDA will be accepted as a complete approved assembly in accordance with the section on "Backflow Prevention and Cross-Connection Control" in the Utilities Handbook. The Engineering Division will inspect the interior of the DCDA prior to installation. DCDA must be installed horizontally above ground in a grassed or non-traffic area. The DCDA will be installed with 24" minimum and 30" maximum clearance from finished grade. "N" shaped DCDA will be accepted on a case-by-case basis. Fire lines requiring an RP2 will be handled on a case-by-case base. The Engineering Division shall paint the DCDA, to be paid for by the Developer/Contractor.

2.2.3.3 Meter Station Backflow Preventer

Backflow Preventers for the large meter stations (3-inch and larger) are a Reduced Pressure Zone Assembly and manufactured in accordance with AWWA C511. The assembly will be installed so as the relief valve opening will be a minimum of 12" above concrete slab. If the meter station is in a planter, the top of the planter is considered the flood rim and the relief valve opening shall be 12" above the concrete slab. The Engineering Division shall paint the meter station assembly, to be paid for by the Developer/Contractor.

2-inch meter stations may be allowed on a case-by-case basis as approved by the Engineering Division.

2.2.3.4 Backflow Preventer Certification Test

The Contractor will provide test certifications on the jumper backflow preventer before jumper is placed into service. Backflow preventers on fire-line and meter stations will have test certifications submitted and approved prior to final inspection.

2.2.4 FITTINGS

All fittings must be of the mechanical joint type with an approved joint restraint, or push-on joint with a gasket joint field restraint system. All fittings must be manufactured in the U.S.A.

2.2.4.1 Cast Iron

Cast iron fittings will be AWWA specification C110; Class 250, cement lined with inside seal coating. The fittings will be bituminous coated on the outside and be wrapped with 6 mil polyethylene (sealed with tape). Cast iron fittings are only to be used in larger applications where ductile iron fittings are not available.

2.2.4.2 Ductile Iron, 4" - 16"

Ductile iron compact fittings (sizes 4" through 16") must conform to AWWA specification C153. Ductile iron compact fittings will be mechanical joint with an interior cement lining with seal coating and an exterior bituminous coating. All fittings will be wrapped with 6 mil polyethylene (sealed with tape).

2.2.4.3 Bolts

All buried mechanical joint bolts and nuts must be CORTEN Steel. All above ground bolts and nuts for flanged fittings must be 18-8 Type 304 stainless steel. Never-seize/Anti-seize shall be applied to all SS bolts and nuts.

2.2.4.4 Tapping Sleeve

Tapping sleeves on mains 4" to 12" in diameter will be all Stainless Steel Sleeves.

The All Stainless Steel Sleeve shall be fabricated from 304 Stainless Steel. They shall have a pass through bolt design and full circumferential gasket to provide 360° seal around the pipe. The tapping sleeve is to be fully passivated to return the stainless steel to its highest corrosion resistance stage.

Sleeves on mains 16" to 24" in diameter will be fabricated steel with O-ring seal, fusion bonded, epoxy coated with 304 stainless steel nuts and bolts or M.J. ductile iron body. Sleeves on mains larger than 24" will be handled on a case-by-case basis.

Tapping Sleeves for reinforced concrete mains will be handled on a case-by-case basis. The sleeves will have a fusion-bonded epoxy coating on the entire body and throat assembly. The straps and bolts shall be 18-8 Type 304 stainless steel.

The tapping valve must have centering ring and conform to Section 2.2.2.1 "Resilient Seat Gate Valves" in these Technical Provisions.

Tapping saddles to be placed on asbestos concrete (AC) pipe shall be an **JCM A432** All Stainless-Steel Sleeve or equal.

2.2.4.5 Line Stop Sleeve Specifications

Sizes 4" through 12"

Sleeve/Body

The entire Line Stop sleeve shall be fabricated from 304 Stainless Steel. They shall have a pass-through bolt design and provide 360° seal around the pipe. The line stop sleeve is to be fully passivated to return the stainless steel to its highest corrosion resistance stage. Outlet on sleeve will be full port, i.e. on 8" sleeve, outlet will be 8", on 6" sleeve, outlet will be 6".

Bolts, Nuts & Washers

18-8 Type 304 Stainless Steel, the bolts shall be track head type and furnished with permanently lubricated heavy-hex nuts and stainless washers.

Gasket

The full circumferential gasket shall be molded of synthetic rubber compounded for use with water salt solutions, mild acids, bases and sewage. The gasket shall have a gridded surface, be a full 1/4" thick with 304 stainless steel bridge plates molded flush into the gasket and have a raised hydromechanical outlet seal to seal against line surges and water hammer.

Pressure Rating

The sleeves shall be rated at 150 PSI hydrostatic with a test pressure of 200 PSI on pipe with a full circumferential break.

Line Stop Sleeves shall be a **JCM A440 Line Stop Sleeve** or approved equal.

2.2.5 FIRE HYDRANTS

Fire hydrants must be manufactured in accordance with AWWA specification C502. Hydrants must have bronze-to-bronze main seat threading surfaces. They will be traffic type with drain holes plugged at the factory. Fire hydrants will have 18-8 Type 304 Stainless Steel bolts and nuts (bonnet, traffic flange and shoe).

Hydrants will have a minimum 5-1/4" main valve opening, with one 4-1/2" pumper nozzle, and two 2-1/2" hose nozzles. Nozzles to have NST threads. Stem couplings are to be cast iron or stainless steel. The upper valve plate must be bronze. The hydrant shoe will be coated inside with fusion-bonded epoxy, 6 mil minimum. All hydrants will be painted at the factory with Rustoleum high-performance epoxy 9100 system, non-lead, dry film thickness 5 to 8 mils, color #9143 Yellow. City crews will apply finish paint to each new fire hydrant after the Contractor has paid the appropriate fees.

Finish grade is to be established and the proper length hydrant is to be installed by the Contractor prior to acceptance by the City. All nozzles will be a minimum of 18" and a maximum of 24" above finished grade. A 6" mechanical joint hydrant connection will be provided using a hydrant valve-anchoring tee with integrally cast standard mechanical joint gland on 6" plain end branch. The Contractor will not be allowed to install risers on hydrants. At final inspection, if it is determined that a fire hydrant is not at grade, the Contractor shall purchase a proper length hydrant and install it under the direction of the Engineering Division.

2.2.6 SERVICE CONNECTIONS, 3/4"-2"

All service connections will be single connections. Services that are 3/4" and 1" are to be type K annealed temper soft copper. All connections are to be of the flare type. 1-1/2" and 2" services are to be of type K drawn temper in straight lengths or annealed temper if furnished in coils. Absolutely no lead-based solder joints will be accepted. Any repairs of service lines will be by flare-to-flare coupling. No compression fittings will be accepted. Taps in the pipe will be the same nominal diameter as the service line. Service taps in PVC pipe will be drilled with a shellcutter designed to cut PVC pipe, and the PVC plug will be removed.

Brass goods furnished under this specification shall be new and unused. All fittings shall conform to ANSI/AWWA Standard C800, latest revision.

All brass components in contact with potable water must be made from either CDA/UNS Brass Alloys C89520 or C89833 with a maximum lead content of .25% by weight. Brass alloys not listed in ANSI/AWWA C800 Paragraph 4.1.2 are not approved. All service fittings shall be certified as suitable for contact with drinking water by an ANSI accredited organization in accordance with ANSI/NSF Standard 61. All fittings shall be stamped or embossed with a mark or name indicating that the product is manufactured from the low-lead alloy as specified above.

Brass saddles shall be made from CDA/UNS C83600 and are exempt from the "no lead" requirement.

2.2.6.1 Saddles

Saddles must be used for all connections to PVC, AC and D.I. pipe. Saddles must be all brass with "CC" threads as manufactured by **Mueller Company**, or **Ford Meter Box Company**. The pipe sizes for these manufacturers are noted below (approved materials are also listed in "Appendix A"):

MUELLER: For ductile iron pipe sizes 4" to 12", for 3/4" and 1" services, the single strap design must be used. For 1-1/2" and 2" services, the BR 2 B double strap design must be used.

FORD: For pipe sizes 4" to 12", for 3/4" and 1" services, the style 101B single strap design must be used. For 1-1/2" and 2" services, the style 202B double strap design must be used. For pipe sizes 16" and larger, for 3/4", 1", 1-1/2," and 2" services, the style 202B double strap design must be used.

An approved equal may be used in lieu of any of the above-listed designs/models.

2.2.6.2 Curb Stops, 3/4" - 2"

Curb stops 3/4" and 1" in size will be flare-by-meter coupling. **Curb stops must have locking wings and a swivel meter nut.** Curb stops that are 1-1/2" or 2" will be flare-by-meter flange with locking wing or an approved equal. All curb stops shall be centered in the meter box and installed in a horizontal position.

CITY OF COCOA
Brevard County, Florida
UTILITIES DEPARTMENT

WATER
TECHNICAL PROVISIONS

DRAWN BY:	SCALE:
CHECKED BY:	DATE: APRIL 2020
DRAWING No. :	SHEET: 1 OF 3
ACAD NAME:	

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

VERTICAL DATUM: NAVD88

1	
2	
3	
4	
5	
6	
7	
8	
CITY COMMENTS	10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE

CIRRUS

SHEET TITLE

CITY OF COCOA TECHNICAL PROVISIONS

PROJECT NO.

11545

DRAWING NO.

11545_400_016

SHEET

16 of 19

H:\Projects Folder\11545\Drawings\11545_400_013-019.dwg November 4, 2020 5:29:36 PM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

2.2.6.3 Corporation Stops, 3/4" - 2"

All corporation stops for water service ¾" thru 2" will be brass and have "CC" inlet threads and copper flare outlet. 2" Corporation stops for "jumpers" will be "CC"-by- F.I.P.

2.2.6.4 Meter Boxes

Meter boxes for traditional meters are to be plastic with an iron flipper lid with a full pin hinge. Meter boxes for radio-read meters must have a lid compatible with City's AMR meter antennae (4-1/2" round). Service locations will be permanently cut and painted on concrete curb or the street with a blue "W" for potable water or a purple "R" for reclaimed. Reclaimed services will be located at the opposite lot corner from water services where practical or with five feet minimum separation.

For larger 1-1/2 and 2-inch meters, 17" x 30" meter boxes shall be used.
For areas that are anticipated for high traffic areas, a traffic rate H-20-meter box shall be used. Reclaimed Water services will be set in purple meter boxes of materials per above. They are also required to have a 3" x 5" permanent plastic tag, secured to the curb stop with a nylon tie wrap, which will be supplied. Tags will be inscribed, "RECLAIMED WATER DO NOT DRINK".

2.3 PROTECTION OF PROPERTY AND OBSTRUCTIONS

2.3.1 PROTECTION

Temporary supports and/or adequate protection and maintenance must be provided on all underground and surface structures encountered in the progress of the work. Structures that have been disturbed will be restored to a condition equal to their original state upon completion of the work.

2.3.2 OBSTRUCTIONS

All utility owners must be notified prior to beginning construction. Any known obstructions will be shown on the plans; however, Contractor is solely responsible for field verifying existing conditions. The utmost caution will be taken in all operations to avoid damage to existing obstructions whether or not shown on the plans. Damage to other utilities will be at the Contractor's expense.

If the Contractor encounters any unforeseen obstructions during construction, the Contractor shall immediately cease work in that area and notify the Engineer of Record (EOR). The EOR shall design and provide detailed drawings to correct the situation. The drawings shall be submitted to the Engineering Division for approval. After approval by the Engineering Division, a set of approved drawings will be given to the contractor and they may resume work.

2.3.3 EXISTING ASBESTOS CEMENT WATERMAINS

In areas where asbestos cement water mains are existing, water main relocations or replacements may be necessary. If new construction of facilities is over, under, or near asbestos cement water mains, it shall require that the asbestos cement water main be changed out to polyvinyl chloride pipe or ductile iron pipe. All asbestos cement pipe that is replaced shall be removed and disposed of by the contractor unless specifically directed in writing by the City to abandon in place. New pipe material shall depend upon the type and location of the facilities being constructed. The Developers Engineer shall design the replacement and submit it for the Engineering Division approval. The Developer is responsible for all design, materials, labor, equipment, testing, and costs for the replacement. Contractor shall remove and dispose of AC pipe in accordance with FAC Codes 62-204.800 and 62-257.

2.3.4 ABANDONMENT OF ASBESTOS CEMENT PIPE

Where asbestos cement water mains have been directed by the City to be abandoned in place they shall be filled with a sand/cement grout by the contractor. Grout shall be injected within the pipe sections to be abandoned where the ends of the sections shall be capped and or plugged. The grouting program shall consist of pumping sand-cement grout with suitable chemical additives at pressures necessary to fill the pipe sections to prevent the potential for future collapse. The rate of pumping shall not exceed six (6) cubic feet per minute. The pumping pressures shall be in the range of 100 to 150 psi.

The Contractor shall provide standpipes and/or additional means of visual inspections as required by the City to determine if adequate grout material has filled the entire pipe section(s).

2.4 TRENCH PREPARATION

2.4.1 EXCAVATION

A trench will be opened so that the pipe can be installed to the alignment and depth required. It will be excavated only so far in advance of pipe placement as necessary. The trench will be excavated to the depth required to provide a uniform and continuous bearing support for the pipe or undisturbed ground. Bell holes will be provided at each joint to permit jointing to be made and inspected properly.

During excavation, if ashes, cinders, muck or other organic material considered unsuitable is discovered at the bottom of the trench at sub-grade, unsuitable material will be removed and backfilled with approved material. This material will be compacted in layers to provide a uniform and continuous bearing characteristic of that area's soil condition. Where the bottom of the trench at sub-grade consists of unstable material to such a degree that it cannot be removed and replaced with an approved material to support the pipe properly, a suitable foundation must be constructed. Excavated material will be piled in such a manner that it will not endanger work or obstruct natural watercourses, sidewalks or driveways. Fire hydrants under pressure, valve boxes, or other utility controls will be left unobstructed and accessible at all times. Gutters will be kept clear or other satisfactory provisions will be made for street drainage.

2.4.2 SHORING AND BRACING

Open cut trenches must be sloped, shored or braced as required by all governing State law, municipal ordinances, OSHA Standards, and as may be necessary to protect life, property, or the work. Trench bracing may be removed after backfilling has been completed or has been brought up to such an elevation as to permit its safe removal. The use of a trenching box may be used in place of sheeting and bracing where appropriate. The Contractor is required to have a Competent Person designated and in charge at all times while workers are in the trench.

2.4.3 DE-WATERING

Excess water must not be allowed in the trench at any time. An adequate supply of well points, headers or pumps, all in first-class operating condition, may be used to remove the water. The use of gravel and pumps will also be an acceptable means of removing the water. The trench will be excavated no more than the available pumping facilities are capable of de-watering. Discharge from pumps will be accommodated in accordance with the St. Johns River Water Management District's requirements. The Contractor is responsible for obtaining all de-watering permits such as NPDES permit.

2.5 PIPE LINE CONSTRUCTION

2.5.1 GENERAL

All water mains, service lines, and appurtenances must be installed as specified on the approved plans and in accordance with the Standard Detail Sheet. Installation will conform to AWWA specification C600 except as modified herein.

Domestic water service can only come from a Distribution main. When water service is requested and the only water main available is a Transmission main, a large tap and section of pipe shall be installed on the Transmission Main for the water service.

The minimum size tap on a Transmission Main shall be a six (6) inch.

2.5.2 MATERIAL HANDLING

2.5.2.1 Precautions

Every precaution will be taken to prevent damage to pipe and piping materials during transportation and delivery to the work site. Under no condition will pipe be dropped, bumped, dragged or picked up by inserting forks into end of pipe. Pipe lifted by placing forks into pipe shall be removed from job site.

2.5.2.2 Damaged Materials

If in the process of transportation, unloading or handling, any pipe or fitting is damaged, it will be rejected and removed from the site.

2.5.2.3 Storage

Pipe fittings and specials will be stored in a manner which will assure the protection of the material from damage and which will keep it clean.

2.5.3 INSPECTION OF MATERIALS

Materials delivered to the job site will be subject to inspection by the Engineering Division prior to installation. Contractor shall notify Inspections 24 hours in advance. All materials found to be defective or not meeting specifications during inspection or during the progress of the work will be rejected and removed from the job site without delay. All materials delivered to the job site will be in accordance with the materials specifications. Materials not inspected by the Engineering Division prior to installation will be uncovered by the Contractor at their expense to verify compliance with these specifications. The Contractor will furnish copies of the packing list(s) for materials upon demand.

2.5.4 PIPE PLACEMENT

The bottom of the trench will not be excavated below the specified grade. If undercutting occurs, the bottom of the trench will be brought up to the original grade with approved material and thoroughly compacted, as directed by the Engineering Division. Before placing pipe into the trench, the outside of the spigot and the inside of the bell will be wiped clean, dry, and free from oil and grease. Every precaution will be taken to prevent foreign material from entering the pipe. During placement operation, no debris, tools, clothing or other material will be placed in the pipe.

All mechanical joints will be made up in strict accordance with the manufacturer's specifications. Beveled ends will be removed from PVC pipe entering a mechanical joint. The bell will be carefully cleaned before the gasket is inserted. Gaskets must be evenly seated, the gland placed in position with the bolts, and evenly tightened. All slip joints will be made up in strict accordance with the manufacturer's specifications.

After placing a length of pipe in the trench, the spigot end will be centered in the bell, the pipe forced home, brought to correct alignment, and covered with an approved backfill material. Ductile iron pipe will be backfilled to the centerline of the pipe and compacted to ninety-five percent (95%) of standard Proctor T-99.

PVC pipe will be backfilled in accordance with the manufacture's recommendations for the laying conditions.

Pipe will be installed with 30" minimum cover. Maximum cover of 42" will be accepted. Cover depth will be determined from proposed finish grade as indicated on the plans. At times when pipe placement is not in progress, the open ends of pipe must be closed by a watertight plug or other approved means. This provision will apply during the lunch hour as well as overnight. If water is in the trench, the seal will remain in place until the trench is pumped completely dry.

All underground water main shall meet the horizontal and vertical separation requirements in FAC 62-555.314 as related to sanitary force main and gravity main, reclaim mains, and storm water gravity and force mains.

Pipe installed under swales shall be D.I. and have 3 feet minimum cover. D.I. pipe to be centered on swale. If more than one joint of pipe is necessary, restrained joint pipe is required. See "Swale Crossing" detail and definitions.

Pipe installed under canal or drainage ditch shall conform to all FDEP requirements. Pipe shall be restrained joint D.I. pipe with gate valves on both sides of canal/ditch. D.I. pipe shall have 5 feet minimum cover with a concrete cap. See "Canal or Drainage Ditch Crossing" detail and definitions.

2.5.5 LOCATING WIRE

A UF 14 Copper Wire that allows for the location of the pipe using an induced current line locator will be installed on all potable water, reclaimed water, and wastewater mains. The wire must be placed on the top of the pipe and taped approximately every ten feet. A run of wire must run from the main to each hydrant. Each fire hydrant must have one wrap of the wire around the barrel located at final grade.

Wire color shall be blue for water, green for wastewater, and purple for reclaimed.

A run of wire will also be brought up in each valve box. The wire will have 18 inches of excess length. Wire is to be connected together using an underground wire nut with a **silicone-based sealant.**

The CCS wire shall meet the following requirements. HDPE Insulation of 30 mils, #14 AWG conductor, maximum Ohms resistance of 8.28 ohms per 1000 ft., breaking load 256 lbs.

When directional drilling is used, one continuous #10 CCS **extra high strength** locator wire shall be installed. The CCS wire shall meet the following requirements. HDPE Insulation of 45 mils, #10 AWG conductor, maximum Ohms resistance of 0.999 ohms per 1000 ft., breaking load 1150 lbs.

2.5.6 SERVICE LINE LOCATION

Service lines will be located at alternating lot lines outside the sidewalk within two feet of the right-of-way line as shown on approved plans or in a grassed area behind the curb if located in other than a subdivision.

Reclaimed service line is to be located adjacent to sewer cleanouts.

2.5.7 BACKFILLED MATERIAL AND INSPECTION

All backfilling material will be free from cinders, ashes, refuse, vegetable or organic material, boulders, rocks, stones, or other material which is considered unsuitable. When backfill material is not specified on the plans, backfilling with the excavated material may be acceptable provided that such material is suitable for backfilling. Pipe should be backfilled as soon as possible to minimize the length of open trench. Pipe joints, valves, fittings, and thrust blocks will be left uncovered until inspection by the Engineering Division has been completed.

2.5.8 VALVES AND FITTINGS

All valves and fittings will be set and joined to the pipe in the proper location as shown on the plans. Valves should be installed outside of the pavement where practical. A roadway valve box will be provided for every valve. This valve box must not transmit shock or stress to the valve. Valve will have alignment ring installed and valve box centered and plumb over the wrench nut of the valve. The box cover is to be flush with the surface of the finished pavement or grade level as specified in the plans. A 24"-square concrete pad 4" in thickness will be poured around the valve box when it is located outside of pavement. A bronze or stainless-steel disc will be cast into the pad for all valves 12" or larger. Valve nomenclature to be stamped into the disc will include the valve size, type, manufacturer's initials, number of turns, and direction to open the valve. (Example: 12" G.V. U.S.P. 20 c.c.w.)

All valves will be located within two feet of the tee, see detail "Gate Valve and Fitting."

When solid sleeves or couplings are used to join/tie-in pipelines, a Spacer Piece shall be installed if there is a gap in the pipeline.

2.5.9 FIRE HYDRANTS

All fire hydrants (hydrants) will be located as shown on the plans and marked on the pavement with a blue reflector. On unpaved streets, a blue reflector will be affixed to a post and placed as close to the edge of the road as feasible to be easily visible. The hydrants will be located in such a manner as to provide complete accessibility and in a manner so that the possibility of damage from vehicles or injury to pedestrians will be minimized. All hydrants must stand plumb and the bury line of the hydrant at the finished grade. Hydrants installed in State highway rights-of-way will be placed in accordance with any F.D.O.T. requirements. Contractors shall not turn or add risers to hydrants. All hydrants will be connected to the main in the manner shown on the Standard Detail Sheet. If the installation of the hydrant requires the hydrant to be greater than 40 ft. away from the fire hydrant valve, an additional valve shall be installed. If the fire hydrant valve ends up in asphalt of a major road (not subdivision) an additional hydrant valve regardless of distance shall be installed.

2.5.10 RESTRAINED PIPE JOINTS

The Engineer of Record shall provide a restrained joint detail on drawings submitted to the City for approval. Restraining is to apply to all new fittings installed as part of the job, including tapping saddles.

2.5.11 THRUST BLOCKS AND COLLARS

Restrained joint systems are the preferred method. Thrust blocks may only be used with the City's prior approval at bends, fire hydrants, and as specified on the plans, in accordance with the Standard Detail Sheet. Metal harnesses, tie rods, or clamps of adequate strength to prevent movement may be installed at locations where thrust blocks are not practical. Rods and clamps will be stainless steel. A 20-foot length of ductile iron pipe will be installed at all main endings and a concrete thrust collar will be poured around the pipe at a distance of 10 feet from the end of the joint. In lieu of concrete thrust collar, restrained pipe upstream of the proposed concrete thrust collar may be used.

2.5.12 JACK AND BORE, PIPE INSTALLED IN CASINGS

Pipe to be installed under pavement where open trenching is not permitted will be installed through a steel casing that has been jacked and bored. The casing pipe will be six to eight inches larger than the outside diameter of the bells on the Ductile Iron pipe. The Engineer of Record will design the casing and bore to meet FDOT or FECRR requirements.

Ductile Iron pipe of the appropriate Class will be installed in the casing. Water mains must be pushed or pulled through the casing on stainless steel casing spacers with polyethylene skids attached to the pipe with stainless steel straps. The stainless-steel casing spacers with polyethylene skids will be placed in accordance with manufacturer's recommendations. Casing spacers must be manufactured by Cascade or an approved equal. Restrained joints are required on mains installed inside casings.

JACK AND BORE

J&B installed under FDOT roadways shall conform to the latest FDOT Road and Bridge Construction design standards. J&B installed under FECRR shall conform to FECRR requirements.

2.5.13 HORIZONTAL DIRECTIONAL DRILLING

Only DIP and Fusible PVC may be horizontal directional drilled (HDD) under pavement or surface waterway crossings. The HDD pipe shall only extend to 10 feet on each side of the crossing. Then the piping will change to the standard piping material.

HDD installed under FDOT roadways shall conform to the latest FDOT Road and Bridge Construction design standards.

ENGINEERING PROCEDURE HORIZONTAL DIRECTIONAL DRILLS

PRECONSTRUCTION CONFERENCE

1. A preconstruction conference will be required. The preferred attendees for the preconstruction shall be but not limited to:

   The directional bore contractor (preferably the Field Superintendent) The

   permitting agency

   Engineer of Record

   City Engineering Division Representative

   Inspector for the project

HDD CONTRACTOR

1. Approval required prior to the HDD, the HDD contractor shall submit a bore plan (see sample drawing in "Appendix B") to the Engineering Division for approval. The bore plan shall be a scaled drawing or computer generated drawing showing the following information but not limited to: (see drawing "Typical Bore Plan")

   The entrance and exit location

   Profile of the bored pipe

   All utilities including their depths and clearances from reamer

   Width of the right of way

   Pavement width

   Length of the bore

   The bore plan shall be signed by the responsible person in charge of the bore.

2. The HDD contractor shall follow the minimum clearances as shown below from the bottom of the water main to the top of the reamer:

   Water mains 12" and greater minimum clearance is 18" Water

   mains 10" and less minimum clearance is 12"

3. The HDD contractor will be responsible for obtaining locates for all utilities in accordance with Chapter 556 of the Florida Statutes.
4. The HDD contractor shall notify the City of Cocoa Inspection Division 48 hours in advance of the bore and notify the appropriate permitting agency per the conditions of the permit.

ENGINEERING INSPECTOR

1. An approved copy of the bore plan will be given to Engineering Inspection Division.
2. The Inspector for the project will have a copy of the bore plan at the project site.
3. Prior to the HDD the Inspector shall verify that the materials at the project site for the directional bore are in accordance with the City of Cocoa's latest technical provisions and standard details.
4. The Inspector shall verify the following prior to the commencement of the HDD:

   a. Verify that the HDD contractor has obtained his/her utility locates;
   b. Verify that all utilities have been visually spotted by the HDD contractor;
   c. Verify that the permitting agency has been notified of the HDD; and d. Witness the calibration of the sonde.

5. The Inspector shall remain at the project site until completion of the HDD. Any discrepancies shall be immediately reported to the Engineering Division. Once the corrective action is determined, the proper authority will be notified.

COMPLETION OF THE BORE

1. A bore log shall be submitted to the Engineering Division after completion of the bore.

2.5.14 BLOWOFFS

Flushing blow-offs are to be installed and constructed as shown on the Standard Detail Sheet. Blow-off materials include 2" brass for nipples, brass threaded fittings, 2" brass angle wheel valve, and plastic meter box (purple for reclaimed). The plastic meter box is to be installed at grade over the wheel valve. The angle wheel valve will be within six inches of finished grade and will be plugged with a brass plug. 4" blow-offs will be required on both potable water and reclaimed water mains 12" and larger and must be constructed as shown on the Standard Detail Sheet. A reclaimed tag will be installed on reclaimed main blow-offs in a reclaimed meter box.

Brass used in potable water shall meet the low lead requirements as set forth in Section 2.1.6, "Service Connections".

2.6 TIE-INS TO EXISTING SYSTEMS

2.6.1 GENERAL

The Contractor is not to operate any valve or remove any thrust block from City-owned mains except under direct supervision of an Inspector of the Engineering Division. The Contractor may need a post restraining the existing piping for the tie-in as required by the Engineering Division. All Contractors must follow the procedures listed below for connecting new mains to existing water systems.

2.6.1.1 Mains 8" and smaller

Existing tie-in valves will be operated and pressure tested to verify water tightness prior to the proposed tie-in. Existing system valves that are not water tight, shall have a new valve installed immediately adjacent (within 2') to the existing valve. The Contractor will provide a 2" tap on the new main and a 2" tap on the existing main at the tie-in valve. A 2" jumper equipped with a City supplied meter and contractor supplied backflow preventer (double check) will be installed. The jumper will be utilized for filling the main, flushing the main, providing water for bacteriological sampling, and maintaining pressure in the main after a successful bacteriological test. The proposed tie-in valve is not to be operated and the jumper is not to be removed until clearance has been obtained from FDEP and the City. The Engineer of Record will be required to provide an executed FDEP certificate of completion prior to clearance. After clearance, the tie- in valve will be opened, the jumper removed, and the main thoroughly flushed under the supervision of the Inspector. All other existing valves closed as part of the job will be opened by the contractor under the supervision of Engineering Division.

2.6.1.2 Mains 10" and Larger

The same procedure as noted for mains 8" and smaller will be used for mains 10" and larger except that the jumper will be utilized only for filling the main, providing water for bacteriological sampling, and maintaining pressure in the main after a successful bacteriological test. The tie-in valve can be opened for flushing and during chlorination only under the supervision of the Engineering Inspection Division. The tie-in valve is not to be operated and the jumper is not to be removed until clearance has been obtained from FDEP and the City. After clearance, the tie- in valve will be opened, the jumper removed, and the main thoroughly flushed under the supervision of the Inspector. All other existing valves closed as part of the job will be opened by the contractor under the supervision of the Inspector.

2.7 TESTING

2.7.1 GENERAL

All newly installed pipe and services that have been backfilled must be tested in accordance with AWWA specification C651.

2.7.2 JUMPER METER ASSEMBLY

All filling, and flushing, must be accomplished through a jumper meter assembly. The jumper meter assembly shall consist of a meter (provided by the City, paid for by the Developer/Contractor), and a double check backflow preventer and galvanized piping (provided by the Contractor). The jumper meter assembly shall be installed by the Contractor under the direct supervision of the Engineering Division. After installation, the Contractor shall have the backflow preventer certified by a backflow technician, and a copy of the test report shall be provided to the Engineering Division.

1. A temporary jumper connection is required at ALL connections between existing active water mains and proposed new water main improvements, per the City of Cocoa Utilities Handbook. The only exception is the installation of a new fire hydrant involving a tap and using an anchoring/swivel nipple. In this case, all fittings and fire hydrant SHALL be swabbed with a 100 ppm chlorine solution prior to installation.

2. The details for filling any water main from existing active water mains and for flushing of new mains up to 8" diameter (2.5 FPS minimum velocity) and for pulling bacteriological samples from any new water main of any size can be found in **Section 2.7.3-Flushing and Swabbing**. The jumper connection shall be maintained until after filling, flushing, testing, and disinfection of the new main has been successfully completed and clearance for use from the Florida Department of Environmental Protection (FDEP) and other pertinent agencies has been received. The jumper connection shall also be used to maintain pressure in the new mains all the time after disinfection and until the FDEP clearance letter is obtained. Adequate thrust blocking and/or restraints shall be provided temporarily, as required. Pipe and fittings used for connecting the new pipe to the existing pipe shall be disinfected prior to installation in accordance with AWWA C651. The tapping sleeve and the exterior of the main to be tapped shall be disinfected by spraying or swabbing per Section II of AWWA C561.

3. Flushing of 10" diameter and larger water mains may be done through the tie-in valve, under the direct supervision of the Engineering Division. The Engineering Division will be notified in writing 48 hours prior to the flushing of said mains.

   The following procedures shall be followed:

   A. The existing tie-in valves shall be operated and pressure tested in the presence of the Engineering Division or Engineer to verify water tightness prior to the proposed tie-in. Valves which are not watertight shall be replaced or a new valve installed immediately adjacent to the leaking valve.

   B. The temporary jumper connection shall be constructed as detailed. The jumper connection shall be used to fill the new water main and for providing water for bacteriological sampling of the new main as required by the FDEP permit.

- Flushing shall not be attempted during peak demand hours of the existing water main.
- All downstream valves in the new system must be open prior to opening the tie-in valve.
- Provide for and monitor the pressure at the tie-in point, the pressure in the existing main must not drop below 35 psi.
- Tie-in valve shall be opened a few turns only, ensuring a pressure drop across the valve is always greater than 10 psi.

4. The contractor shall provide documentation demonstrating that the double check backflow prevention device has been tested and is in good working order at the time of installation. The test shall be performed by a qualified backflow prevention technician.
5. Except as required to flush lines of greater than 8" in diameter, the tie-in valve shall remain closed. The tie-in valve shall remain closed until the new system has been cleared for use by FDEP and all other pertinent agencies.
6. Upon receipt of clearance for use from FDEP and all other pertinent agencies, the contractor shall remove the jumper connection. The corporation stops are to be closed and plugged with 2" brass plugs.
7. All installation and maintenance of the temporary jumper connection and associated backflow prevention device fittings, valve, etc., shall be the responsibility of the contractor.

CITY OF COCOA
Brevard County, Florida
UTILITIES DEPARTMENT

WATER
TECHNICAL PROVISIONS

DRAWN BY:	SCALE:
CHECKED BY:	DATE: APRIL 2020
DRAWING No. :	SHEET: 2 OF 3
ACAD NAME:	

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

VERTICAL DATUM: NAVD88

1	
2	
3	
4	
5	
6	
7	
8	
1 CITY COMMENTS	10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE

CIRRUS

SHEET TITLE

CITY OF COCOA TECHNICAL PROVISIONS

PROJECT NO.

11545

DRAWING NO.

11545_400_017

SHEET

17 of 19

I:\Projects Folder\11545\Drawings\11545_400\11545_400_013-019.dwg November 4, 2020 5:29:40 PM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

2.7.3 FLUSHING AND SWABBING

The City will provide an adequate volume of water for the filling, flushing, and testing of mains. The Contractor will notify the Engineering Division prior to flushing or filling mains. The pressure in the City's system will be monitored during the flushing; at no time should the pressure in the City's system be allowed to drop below 35 psi. Water used during flushing will be billed to the Contractor.

The City of Cocoa Engineering Division requires all new mains regardless of size or material to be pigged/swabbed. In an effort to make sure all footages of a pipeline are pigged, the following procedures are to be used as a guide and in no way to be construed as means and methods.

The following terminology may be used in the discussion or operation of the

pigging procedure. Pigs shall be manufactured of a 2 pounds per cubic foot

density open cell polyurethane foam

body (swab) complete with rear polyurethane drive
seal.

Pig launching station may be a "wye", "tee", or simply inserting the pig at the very beginning of the pipeline. The beginning of the pipeline is defined at the jumper assembly location.

Pig retrieval point or cannon is a "wye", "tee" or open end of pipe at which point the pig will exit the pipeline.

The pipeline will be filled through the jumper assembly the day before of the pigging operation.

The pig will be advanced through the pipeline at a rate of 2 feet per second, 80 gpm for 4"; 180 gpm for 6"; 320 gpm for 8". Flow rates and jumper assemblies for mains 10" and larger will be determined by the Engineer of Record and approved by the City of Cocoa Engineering Division.

The pig retrieval point or cannon will project at least one foot above the surrounding grade. The water from the pig retrieval station discharge and its location to discharge shall be approved by the Engineering Division. The contractor will be responsible for following the National Pollutant Discharge Elimination System (NPDES) requirements to remove chlorine from discharge as well as protect retrieval area from erosion. Retrieval cannons will not be left in place. After pigging and flushing are complete, the cannon will be removed and capped below ground in accordance with Engineer of Record details or City of Cocoa Standard Details.

The contractor may insert the pig into the first section of pipe between the isolation valve and the downstream point of jumper assembly. By inserting the pig between the isolation valve and the downstream jumper assembly point it will allow the pipeline to be filled without moving the pig down the pipeline. If the pig is moved during filling operation another pig will be inserted into the pipeline. The isolation valve may be cracked open for a few seconds under the direction of the Engineering Division to move the pig past the jumper assembly downstream point so the jumper assembly can advance the pig through the pipeline.

When the pig exits the pipeline, the flushing will continue until the water is clear. A simple way to determine if water is running clear is to capture some water in a WHITE cup. If water is clear and no particles in cup then flushing is complete; if not, flushing will continue until water is clear.

2.7.4 HYDROSTATIC TEST

A blow-off or fire hydrant will be installed at the end of the pipeline under test. The line being tested will be slowly filled with water to the specified test pressure. Before applying the specified test pressure, all air will be expelled from the test section including service connections. If fire hydrants or blow-offs are not available at high elevations, taps at points of highest elevation will be made to facilitate air removal and testing. When testing is complete, the service lines installed for air removal must be removed.

The line must hold the 150-psi test pressure for a two-hour test period and must be performed under the direct supervision of the Engineering Division. Sufficient human resources are to be employed to ensure inspection. If the line fails to meet the test, it will be repaired and re-tested until the test requirements are satisfied. Line pressure will be maintained to within 5 psi of the test pressure at all times.

2.7.5 LEAKAGE TEST

A leakage test at 150 psi will be performed on all newly installed sections of pipe in accordance with AWWA C600 or C605 after installation of all service connections. Any leakage observed must be less than the following per thousand feet of pipe:

Size (in)	Allowable Leakage (gal/hour)
2	0.20
4	0.33
6	0.50
8	0.67
10	0.83
12	1.06
14	1.16
16	1.32

$$L = \frac{SD\sqrt{P}}{148000}$$

L = testing allowance (makeup water), in gallons per hour

S = length of pipe in feet

D = nominal diameter of pipe, in inches

P = average test pressure during the hydrostatic test, in pounds per square inch (gauge). P has the square root taken.

On small main extensions where the allowable leakage loss cannot be reasonable measured (.25 gallons or less), NO LOSS OF PRESSURE shall be allowed.

2.8 DISINFECTION AND BACTERIOLOGICAL TESTING

2.8.1 GENERAL

The Contractor must flush potable mains and arrange for complete disinfection by chlorination in coordination with the Engineering Division. Work will conform to applicable provisions of AWWA specification C651-14, "Disinfecting Water Mains". Water with a chlorine concentration of 50 ppm will be evenly distributed throughout the pipe system and allowed to remain in the pipe for twenty-four hours. Transmission mains may be chlorinated using the "slug method". If the slug method is used, a detailed written procedure shall be submitted for approval. The main shall be dechlorinated to zero ppm chlorine before any flushing is performed. The method for dechlorination shall be approved by the Engineer of Record. After flushing, the water shall remain in the pipe for 24 hours before sampling. Service connections and tie-ins made before testing must be disinfected in accordance with AWWA specification C651. Samples will be taken by an Engineering Division approved laboratory. Two consecutive day samples are required for potable water mains. Water mains shall not be flushed between samples. The Contractor will be responsible for ALL bacteriological testing fees. Sample points are determined by the Engineer of Record and approved by FDEP. If samples taken do not demonstrate satisfactory results, re- chlorination and retesting of all sample locations is required at the Contractors expense.

CONTRACTORS WORKING ON EXISTING MAINS

When existing water mains are taken out of service by contractors, and water service to existing customers is interrupted causing a precautionary boil water notice (PBWN), the water main will be taken out of service on Monday or Tuesday. If for some reason the water main cannot be taken out of service on Monday or Tuesday, then the contractor at their expense shall have the laboratory perform bacteriological testing after normal working hours. This procedure is to lessen the time water customers are under a PBWN.

2.9 WET TAP CONNECTIONS TO EXISTING SYSTEM

2.9.1 GENERAL

Tap Being Performed **Parties Allowed to Perform the Tap**
Taps 2" and smaller — Approved tapping and line stop contractor
Contractor approved to tap mains solely for their own project
○ Contractor must perform 5 successful taps under the supervision of the inspection team and demonstrate possession of proper tapping equipment
Taps 2"-16" — Approved tapping and line stop contractor
Taps 16" and greater — Approved tapping and line stop contractor
○ Each tap requires independent review and approval
○ The tap must be performed under direct supervision of the engineering division
Taps on concrete transmission mains — Contractor approved for taps on City of Cocoa transmission mains
○ Tapping plan must be submitted by the contractor prior to the tap

On transmission mains, the approved tapping and line stop contractor will install the tapping saddle and valve. For all connections from 4"-12" the contractor may install tapping saddles under direct supervision of the Engineering Division.

For all water main connections, the Contractor must obtain all required permits, provide a dry pit area, provide pit preparation including shoring and bracing, provide maintenance of traffic, provide all right-of- way restoration, and notify all utilities prior to construction. Connections must be completed under direct supervision of the Engineering Division.
The list of approved contractors may be found on pg. 158.

Tapping saddles and valves supplied by the Contractor will be inspected by the Engineering Division prior to installation. The installed tapping saddle and valve must be tested with water at 100 psi for 15 minutes prior to tapping to ensure a watertight installation. Saddles installed on concrete pressure pipe will be tested 10% over line pressure. The pressure test will be performed by the Contractor and supervised by the Engineering Division. After the pressure test of the saddle has been completed, an Approved Tapping Contractor can tap the main.

2.9.2 TAPPING AND LINESTOP PROCEDURES

ALL TAPS or LINESTOPS on City of Cocoa potable, reclaimed, and wastewater mains will be performed by an **Approved Tapping Contractor**.*

Absolutely NO taps or linestops will be performed on Friday or any day preceding a holiday.

Approved Contractors must disinfect tapping machine with AWWA approved disinfectant.

This will be witnessed by the Inspector.

The Contractor's tapping or linestop machines will be in good working order with appropriate bits and shell cutters for the type of pipe being worked on (i.e. shellcutter for PVC).**

When taps or linestops are installed on Transmission Mains (> 12"), a preconstruction meeting will be held with the tapping contractor prior to ANY work being performed. The meeting may be held at the job site.

Taps and linestops on the Utilities concrete pressure mains will be a two (2) day process and will require a pre-construction meeting. Day one the saddle is installed and grouted, Day two tighten straps, cut pre-stressing wires, install throat and valve. Pressure test on saddle is 10% over line pressure for 30 minutes. After successfully completing pressure test, tap can be made.

Toggle bolts will be required for PCCP taps to assure the entire coupon remains intact. The coupon must be provided to the City.

ALL excavations must conform to current OSHA Trench Safety Act.

The City of Cocoa reserves the right to remove any contractor from the approved list for any work considered substandard.

* Tap or linestop to include: Material, installation, labor, drilling, and testing

** Bit, boring bar, and adaptor

2.10 FINAL CLEAN-UP AND ACCEPTANCE

2.10.1 GENERAL

Upon completion of the work and before acceptance by the Engineering Division, the Contractor will meet all permit conditions, remove all debris, and complete sodding, sprigging, or seeding if required by the plans. The Contractor will leave all areas affected by operations in a neat and presentable condition.

Acceptance of completed work by the City will be contingent on the following work items completed to the satisfaction of the Engineering Division.

Pressure Test

Bacteriological Testing

Restoration

Payment of fees

Approved As-Builts

Easements

Bill of Sale

Fire line DCDA certification, as needed

Final Inspection

2.11 FIRE SERVICE

2.11.1 GENERAL

All Fire Lines shall be installed by a licensed Fire Line Contractor in accordance with Florida Statute Chapter 633 and Rule Chapter: 69A-46. Where wet pipe sprinkler service is used, an RPDA or DCDA will be installed in accordance with the "Backflow Prevention and Cross- Connection Control" Section of the Utilities Handbook and as described in the "City of Cocoa Cross Connection Control Program Manual".

Fire line backflow preventer assemblies shall be installed in non-traffic areas. Four to six bollards may be required.

2.12 CONNECTION OF BUILDINGS OVER FOUR FLOORS

2.12.1 GENERAL

Connection of domestic water supply systems serving buildings over four floors in height to the
City's water distribution system will be subject to the following requirements:

A fixture unit analysis will be performed by the Owner's engineer to determine peak domestic flow requirements. This analysis is to be provided to the Engineering Division.

A water meter and a reduced pressure backflow preventer, sized in accordance with the domestic flow requirements, will be installed above ground at the developer's expense.

Upon written request, the City will provide the site engineer with the minimum expected system pressure. The site engineer will be responsible for providing this information to the architect and building owner. Means for providing an adequate supply of domestic water and fire protection to all parts of the building during periods of minimum pressure will be the responsibility of the building Architect or Engineer of Record.

Repair costs for damage to the water meter caused by flows exceeding its rated capacity will be charged to the customer.

2.13 BACKFLOW PREVENTERS

2.13.1 GENERAL

All connections to the City of Cocoa potable water system shall contain a backflow preventer assembly per the Standard Details in "Appendix B." Backflow preventer requirements for each service type are described in the "City of Cocoa Cross Connection Control Program Manual" and are summarized in Paragraph 2.1.3, "Backflow Preventers" and "Appendix A" of this document.

2.14 RECORD DRAWINGS

2.14.1 GENERAL

Record drawings are required for all systems to be accepted by the Engineering Division. Record drawings will be prepared by a surveyor or an engineer registered in the State of Florida and will contain the following information:

Location of all valves, service lines, fittings, and fire hydrants using at least two ties to permanent points (manholes, curbs, or storm water inlets). An acceptable station and offset system may be used for service lines and fittings only.

Location of mains from property easement lines or edge of pavement at intervals of 300 feet.

Elevations to the top of the water line at intervals of 300 feet and at all drainage and sewer main crossings. Benchmark to be shown on record drawings.

Separation between reclaimed water or force mains and water mains, if they are installed within 10 feet of water mains.

Water main material and distance of mains from buildings or structures within 20 feet of the water main.

Distance from hydrant to hydrant valve.

Pertinent easement information.

A minimum of two (2) northings and eastings geographic coordinates.

Certification by the surveyor or Engineer of Record accepting responsibility for accuracy of information supplied on the record drawings and a statement certifying that all mains are within easements and/or public right-of-way. The name "City of Cocoa" must appear on all record drawings survey information.

Record drawings will be drawn at an engineering scale that is legible and readable as determined by City staff. Areas requiring additional detail may be enlarged as necessary. Right-of-way, easements, and lot lines will be accurately shown. After the surveyor or engineer has certified the locations, the engineer will certify on DEP Form 62-555.900(9) that the system depicted on the record drawing was constructed in substantial conformance with approved plans and will function as intended. Lot, block numbers, and street names will be included. Provide two (2) sets of signed and sealed record drawings and one (1) digital file including all reference files in .DWG format (AutoCAD 2013 or higher).

CITY OF COCOA
Brevard County, Florida
UTILITIES DEPARTMENT

WATER
TECHNICAL PROVISIONS

DRAWN BY:	SCALE:
CHECKED BY:	DATE: APRIL 2020
DRAWING No. :	SHEET: 3 OF 3
ACAD NAME:	

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING -
LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

VERTICAL DATUM: NAVD88

9	
8	
7	
6	
5	
4	
3	
2	
1	CITY COMMENTS 10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE

CIRRUS

SHEET TITLE

CITY OF COCOA TECHNICAL PROVISIONS

PROJECT NO.
11545

DRAWING NO.
11545_400_018

SHEET
18 of 19

H:\Projects Folder\11545\Drawings\11545_400\11545_400_013-018.dwg November 4, 2020 2:29:56 PM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

3.1 MATERIAL SPECIFICATIONS

3.1.1 GENERAL

The Contractor will furnish all new materials of the size and kind shown on the drawings which will meet the following specifications or requirements. If the type of material is not specified on the drawings, the Contractor may use any of the types listed in this specification. The use of concrete for repairs on gravity sewer piping and lateral tie-ins is not permitted.

3.1.2 CONCRETE STRUCTURES

3.1.2.1 Precast Manholes

Precast manholes must be constructed in accordance with American Society of Testing and Manufacturing (ASTM) specification C478. Concrete will have a minimum 28-day compressive strength of 4,000 PSI. Cement will be Type II sulfide resistant. Steel will be minimum Grade 40 and placed as shown on the drawings. Shop drawings of manholes and lift station wet wells will be submitted to the Engineering Division for approval prior to casting. Chairs for supporting reinforcing steel will be non-corrosive plastic or Grade 316 stainless steel. Standard manholes will be 4 feet in diameter with a wall thickness of 5" for manholes of 6 feet in depth or less and wall thickness of 8" for manholes deeper than 6 feet.

Resilient connectors (boots) shall be used where PVC pipe penetrates manhole walls. Boots shall be NPC Kor-N-Seal or approved equal, watertight and shall be manufactured of materials resistant to decay caused by the sanitary sewer environment or by ambient soil conditions. All hardware shall be stainless steel. Boots shall be installed in accordance with manufacturer's recommendations.

3.1.2.2 Flotation Uplift of Fiberglass Manhole

When a fiberglass manhole is specified, the EOR shall provide the design analysis showing where flotation uplift is counteractive.

3.1.3 PIPE

3.1.3.1 PVC Pipe and Fittings, DR 35

PVC pipe and fittings (DR 35) will be manufactured in accordance with ASTM specification C3034. DR 35 pipe is acceptable on gravity installations with a depth of 12.0 feet or less. Pipe will be of the elastomeric gasket joint type supplied in lengths of 12.5 feet. Solid wall ribbed PVC pipe with a stiffness of 60 psi or greater will be considered on a case-by-case basis at the discretion of the Engineering Division. Critical installations, as determined by the Engineering Division, will require use of poly-lined ductile iron pipe, coated with Protecto 401 ceramic Epoxy.

3.1.3.2 PVC Pipe, DR 18

PVC pipe (DR-18) will be manufactured in accordance with AWWA specification C900. DR-18 pipe is required for pressure force main installation. Pipe will be of the elastomeric gasket joint type. Color-coded identification tape will be installed on all force mains.

3.1.3.3 Ductile Iron

Ductile iron pipe will be coated with Protecto 401 ceramic Epoxy for force main, gravity, and valve pit installation. Exposed piping in valve pits will be pressure Class 350 with coal tar epoxy exterior coating. Buried ductile iron pipe will be wrapped in a color-coded polyethylene encasement in accordance with ANSI/AWWA T1/C105.

3.1.4 MANHOLE ACCESS COVERS

3.1.4.1 Cast Iron

Cast iron manhole covers and rings must be traffic load bearing and have an O-Ring seal similar to **USF No. 225-AS ORS**. Bearing surfaces will be machined to produce a tight, even seating surface without rocking. Minimum clear opening will be 24". The words "CITY OF COCOA" and "SANITARY SEWER" will be cast into manhole covers. Manholes installed in high water areas will be sealed by a method approved by the Engineering Division.

3.1.4.2 Aluminum

Aluminum access covers will be designed for 300 PSF live load and will be equipped with stainless steel hinges, automatic lock mechanism in the open position, closed position lock hasp, and retractable grip for opening.

See Detail Sheets:

- Manhole Ring and Cover
- Check Valve Vault
- Lift Station

3.1.5 COATINGS

3.1.5.1 Water Based Acrylic

The interior and exterior surfaces of manholes shall be coated with a three-coat water based acrylic coating. The interior and exterior coats shall be factory applied to the coating manufacturer's recommendation with a minimum total DFT of 12 mils. Each of the coats will be 4 mils thick of contrasting colors. The interior shall be coated red, black, and a final gray coat. The exterior shall be coated red, gray, and a final black coat.

3.1.5.2 HDPE Sheet Lining

Where an HDPE liner is specified, the entire wall surface of the manhole will be protected with a high-density polyethylene liner cast into the concrete. This liner must be **AGRU Sure Grip as manufactured by Alois Gruber** or approved equal. All joints will be heat fusion welded to create a watertight lining. The liner shall be installed and tested per the manufacturer's guidelines. Such lining must be warranted against defects in materials and workmanship for a period of five years from date of installation.

3.1.5.3 Exposed Piping

Exposed piping, pumps, and equipment exposed to raw sewage in manholes, valve pits, and wet wells will be coated with a two-coat coal tar epoxy exterior coating system with a minimum DFT of 12-15 mils. Coal tar epoxy will be Rustoleum 9578 or approved equal. Equipment and pump information tags will not be painted. Pump discharge piping in lift station wet wells will be Grade 316 10S stainless steel, refer to Section 3.8.3.2, "Exposed Piping".

3.1.6 MISCELLANEOUS MATERIALS

3.1.6.1 Manhole Steps

Manhole steps are not permitted.

3.1.6.2 Hardware

All nuts, bolts, washers, anchors, and, brackets inside the wet well or manhole must be manufactured from Grade 316 stainless steel. Bolts for fastening flanged fittings inside the valve pit may be steel, coated with the specified piping coating system. Never-seize/Anti-seize shall be applied to all SS bolts and nuts.

3.2 CONSTRUCTION

3.2.1 LOCATION AND GRADE OF SEWERS

The line and the grade of the sewer, as well as the location of manholes, services, and all other appurtenances, will be as shown on the drawings. The grade line as given on the drawings indicates the grade of the invert of the sewer pipe.

Gravity sewer shall be designed and constructed with the following maximum and minimum slopes:

Minimum and Maximum Slopes for Gravity Sewers

Size (in)	Maximum (%)	Minimum (%)
4	1.141.046	0.660.608
6	0.360.331	00.280.25
120.220.20		

The Engineer of Record shall certify that the slopes of the gravity sewer meet the above maximum and minimum slopes. Sewer lines with slopes not meeting the above maximum and minimum slopes will be rejected.

"As-built" drawings shall show the gravity line slopes.

Sewers shall be laid with uniform slope and straight alignment between manholes. Gravity sewer pipe shall be installed with the bell end upstream. The pipe shall be installed from downstream to upstream unless specific permission is obtained from the Engineering Division. Manholes shall

be designed with a minimum difference of 0.04 feet between the invert elevations of the incoming and outgoing sewers.

3.2.2 MATERIAL HANDLING

3.2.2.1 Precautions

All supplies shall be stored and maintained by the contractor per manufacturer's recommendations. Every precaution will be taken to prevent injury to pipe and piping materials during transportation and delivery to the work site. Under no condition will pipe be dropped, bumped, dragged, or picked up by inserting forks into the end of pipe. Pipe lifted by placing forks into pipe shall be removed from job site.

3.2.2.2 Damaged Materials

If in the process of transportation, unloading, or handling, any pipe or fitting is damaged, it will be rejected and removed from the site.

3.2.2.3 Storage

Pipe fittings and specials will be stored in a manner which will assure the protection of the material from damage and which will keep it clean. Sun damaged materials exposed to adverse conditions will be rejected.

3.2.3 TRENCH EXCAVATION, SHORING, AND SHEETING

3.2.3.1 Trenches

Sewer trenches will not be opened in advance of the placing of the sewer pipe for a distance greater than that required to install the sewer pipe. In no case will the open trench ahead of the sewer pipe exceed 25 feet. Backfill in the pipe zone will be accomplished immediately after jointing the pipe to prevent movement.

3.2.3.2 Shoring, Sheeting, and Bracing of Excavations

The excavation must be sheeted and braced when necessary to prevent cave-in during excavation in unstable material or to protect adjacent structure, property, workers, and the public. The sheeting will be maintained in place until the pipe or structure has been placed and backfilled. Shoring and sheeting will be removed, as the backfilling is done, in a manner that will not damage the pipe or structure or permit voids in the backfill. All sheeting, shoring, and bracing of excavations will conform to the Trench Safety Act and requirements of the Federal, State, or local public agency having jurisdiction. The most stringent of these requirements will apply. The Contractor shall have a Competent Person (trench safety) on the job site at ALL times.

3.2.4 CONTROL OF WATER

3.2.4.1 Equipment

The contractor will furnish, install, and, operate all necessary machinery, appliances, and equipment to keep the excavations reasonably free from water during construction. The Contractor will de-water and dispose of the water so as not to cause damage to public or private property or to cause a nuisance or a menace to the public. The Contractor will at all times have on hand sufficient pumping equipment and machinery in good working condition for all ordinary emergencies and will have available at all times competent human resources for the operation of the pumping equipment. The de-watering system will not be shut down between shifts, on holidays or on weekends, or during work stoppages.

All equipment shall conform to The City of Cocoa's noise ordinance Chapter 13.5, Article II, Section 13.5-21 through Section 13.5-26.

3.2.4.2 Ground Water

The control of ground water must be such that softening of the bottom of excavations or formation of "quick" conditions or "boils" will be prevented. De-watering systems will be designed and operated to prevent the removal of the natural soils. Discharge from pumps will be accommodated in accordance with the St. Johns River Water Management District's requirements. The Contractor is responsible for obtaining all de-watering permits such as NPDES permit.

3.2.4.3 Static Water

The static water level will be drawn down below the bottom of the excavation to maintain the undisturbed state of the natural soils and allow the placement of backfill to the required density. The de-watering system will be installed and operated so that the ground water level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property.

3.2.5 PIPE PLACEMENT AND JOINTING

Pipe placement will progress upgrade with the spigot ends of the pipe pointing in the direction of flow. Each pipe will be placed true to line and grade with a laser beam system. All pipes will be joined in a professional manner and in accordance with the manufacturer's instructions.

Pipe ends will be carefully cleaned prior to jointing. Pipe will be placed either on a prepared bed of undisturbed earth in the bottom of the trench shaped as required to fit the pipe or upon a layer of properly placed bedding material.

3.2.6 MATERIAL FOR BEDDING AND BACKFILLING

3.2.6.1 Unsuitable Material

Wherever excavations of the trench expose unsuitable materials such as peat, soft clay, quicksand, rock, boulders, stones, or unstable material in the bottom of the trench which, in the opinion of the Engineer of Record or Inspector, is unsuitable foundation upon which to lay or support the pipe, backfill, and expected superimposed loads, such unsuitable materials will be removed to a depth necessary to reach material having adequate bearing capacity and at a width of trench at least equal to the minimum trench width as specified. The space created by removal of this unsuitable material will be backfilled using suitable backfill or bedding material as specified.

3.2.6.2 Suitable Material

Suitable material for bedding and backfilling will be dry, clean natural sand or gravel. The material will be placed in 6" layers and compacted, using mechanical compacting equipment, to a dry density equal to 98 percent (98%) of the maximum dry density as determined by the standard Proctor compaction test ASTM specification D698, each layer being compacted to the required density prior to placing the next layer. The Engineering Division shall require the density to be checked by a licensed laboratory at each manhole and at two points between manholes as selected by the Engineer of Record or Inspector, at no cost to the City.

3.2.7 MANHOLE INSTALLATION

3.2.7.1 Base Unit

The base unit for manholes and wet wells will be reinforced concrete with a monolithically poured base and bottom riser section. The base unit will be placed before the sewer pipe is

placed to or away from the manhole. The base unit will be placed in a dry hole on a bedding of 6" to 8" of ¾" to 1" rock (57 stone or recycled concrete aggregate per FDOT specifications).

3.2.7.2 Manhole Channel

Invert channels will be constructed, smooth and semicircular in shape, conforming to the inside of the adjacent sewer section. Changes in direction of flow will be made in a smooth curve of as large a radius as possible. Changes in size and grade of channels will be made gradually and evenly. Invert channels will be formed by one of the following methods; formed directly into a poured concrete manhole base, built up with brick and mortar, half tile set in concrete, or full section of sewer pipe installed through the manhole with the top half cut out. The manhole floor outside of channels will be made smooth and will be sloped toward channels. Free drop connections inside manholes are not allowed. All drop connections will be constructed outside the manhole.

3.2.7.3 Joints

Precast manhole joints must be watertight and sealed with plastic pre-formed joint filler similar to **Ram-Nek**. All joint areas will be factory primed. Manhole-to-pipe connections will be by factory-supplied flexible boots.

3.2.7.4 Non-Shrink Grout

The annular space between the sewer pipe and the opening in the manhole will be grouted with non-shrink grout to ensure a watertight joint.

3.2.7.5 Coating

The interior and exterior surfaces of manholes shall be coated in accordance with Section 3.1.5, "Coatings".

3.3 WATER MAIN CROSSINGS

3.3.1 GENERAL

In all cases where sanitary gravity or force mains cross water mains the crossing shall meet the vertical and horizontal separation requirements of FAC Rule 62-555.314. When separation requirements cannot be met, the Engineer of Record must propose an alternative solution that

meets the requirements of FAC 62-555.314 for approval by the Engineering Division. The water main should cross above the sanitary main, when the water main must cross below the sanitary main, the minimum separation shall be 12 inches.

3.4 SERVICE CONNECTIONS

3.4.1 GENERAL

The contractor must install commercially manufactured wye branches compatible with the material used in the sewer main. Where the service line piping is of a different material than the sewer main, the fittings and transition pieces will be specially designed for the connection of the different materials and must be approved by the Engineering Division.

3.4.1.1 Connecting to Manholes

Service connections made directly to a manhole shall be core drilled and fitted with a flexible coupling to provide a seal around pipe. Pipe will be a minimum of 6" in diameter and shall include a wye and clean-out in a green meter box located on the Customer side of the right-of-way or easement (see "Typical Lot Service Line Location" detail). Connections requiring a drop will be piped to the bottom of the manhole on the outside (see "Manhole with Outside Drop" detail).

Force mains coming from private lift stations into a gravity manhole requiring a drop will be piped to the bottom on the outside of the manhole and fitted with 45-degree bends directed toward the invert of the gravity main (see detail "Force Main Connection to Manhole").

3.5 FIELD TESTING OF SEWER SYSTEMS

3.5.1 GENERAL

All sewer lines will be subject to a leakage test at the discretion of the Engineering Division. The test shall be either an infiltration, exfiltration, or air pressure test as determined by the Engineering Division. The test will be conducted by and at the expense of the Contractor in the presence of the Inspector.

Maximum allowable leakage is 100 gallons per day, per inch diameter of pipe, per mile of pipe. If the amount of maximum leakage is exceeded, the Contractor will make the necessary repairs and schedule a re-test. Acceptable methods of repairing leaks are by excavation.

3.5.1.1 Visible Leaks

All visible leaks in structures will be eliminated regardless of the amount of flow.

3.5.1.2 Televised Inspection

Television inspection must be provided by the contractor and will be performed after final compaction of the job site or roadway. A Digital Video Disc (DVD) record of the inspection with an audible description of the run, including its direction and location, the location and description of any service laterals, and a description of any defect or abnormality must be included.

3.5.1.3 Pressure Testing

Force mains will be hydrostatically tested at a pressure of 100 psi for one hour. The contractor will install air reliefs as necessary for relieving air prior to testing. The maximum allowable leakage of water per thousand feet of pipe is as indicated in the following table:

Maximum Allowable Leakage per 1,000 Feet of Pipe

Size (in)	Allowable Leakage (gal/hour)						
4	0.276	0.414	0.552	0.690	1.104	1.656	2.208
6	0.414	0.621	0.828	1.035	1.656	2.484	3.312
8	0.552	0.828	1.104	1.380	2.208	3.312	4.416
10	0.690	1.035	1.380	1.725	2.760	4.140	5.520
12	0.828	1.242	1.656	2.070	3.312	4.968	6.624
15	1.035	1.553	2.070	2.588	4.140	6.210	8.280
18	1.242	1.863	2.484	3.105	4.968	7.452	9.936
21	1.449	2.173	2.898	3.623	5.796	8.694	11.592
24	1.656	2.484	3.312	4.140	6.624	9.936	13.248
27	1.863	2.794	3.726	4.657	7.452	11.178	14.904
30	2.070	3.105	4.140	5.175	8.280	12.420	16.560
33	2.277	3.415	4.554	5.692	9.108	13.662	18.216
36	2.484	3.726	4.968	6.210	9.936	14.904	19.872

3.5.1.4 Vacuum Testing of Manholes

All sewer manholes shall be required to meet the requirements of the vacuum test as per the current ASTM C 1244 "Standard Test Method for Concrete Sewer Manholes by the negative Air Pressure (Vacuum) Test" prior to acceptance. Manholes and connected piping must be backfilled to finished grade prior to testing.

A vacuum of 10 inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed, the time for the vacuum to drop to 9 inches of mercury shall not be less than that shown in the following table:

Vacuum Testing for Given Manhole Size

Manhole Depth (Ft)	Time Elapsed* (Sec)
48	60
72	75
96	90
120	105

*Times shown are minimum elapsed times, in seconds, for a drop in vacuum of 1 inch of mercury.

3.6 RECORD DRAWINGS

3.6.1 GENERAL

Record drawings are required for all systems to be accepted by the Engineering Division. Record drawings will be prepared by a surveyor or an engineer registered in the State of Florida and will contain the following information:

- Location of all gate valves, valve pits, force main check valves, fittings, air release valves, tapping saddles, manholes, lift stations, wet wells, and cleanouts using at least two ties to permanent points (manholes, curbs, or storm water inlets). An acceptable station and offset system shall be used for lateral lines.
- The as-builts must include the location of the wye branch, the end of the sewer service referenced to the next downstream manhole of each run, the offset of the end of the service referenced from the centerline of the main sewage pipe, and the depth at the end of the service.
- Location of sewer mains from property easement lines or edge of pavement at intervals of 300 feet.
- Separation between reclaimed water or force mains and water mains if they are installed within 10 feet of water mains.
- Sewer main material, diameter, length of run, and distance of mains from buildings or structures within 20 feet of the sewer main.
- Elevations of the top (rim) and pipe inverts at each manhole and the length and slope of each run of pipe are required on the as-builts (all elevations must be tied to NAVD 88).
- Pertinent easement information.
- A minimum of two (2) northings and eastings geographic coordinates.
- Certification by the surveyor or Engineer of Record accepting responsibility for accuracy of information supplied on the record drawings and a statement certifying that all mains are within easements and/or public right-of-way. The name "City of Cocoa" must appear on all record drawings survey information.

Record drawings will be drawn at an engineering scale that is legible and readable as determined by city staff. Areas requiring additional detail may be enlarged as necessary. Right-of-way, easements, and lot lines must be accurately shown. After the surveyor or engineer has certified the locations, the engineer will certify on DEP Form 62-604.300(8)(b) that the system depicted on the record drawing was constructed in substantial conformance with approved plans and will function as intended. Lot, block numbers, and street names will be included. Provide two (2) sets of signed and sealed record drawings and one (1) digital file including all reference files in
.DWG format (AutoCAD 2013 or higher).

3.7 FORCE MAIN VALVES

3.7.1 GENERAL

Valves for use in force mains must be epoxy coated resilient seat gate valves. The resilient seating surface will be bonded to the gate and will seal under compression without wedging or sliding.

Requirements stated in Potable & Reclaimed Water Section 2.2.2, "Valves, Valve Boxes, and Valve Extensions" and Section 2.5.8, "Valves and Fittings" shall also be met for force main valves.

Air release valves will be of the Combination Air Release and Vacuum (CARV) type. CARV valves shall have a working pressure range of 3-150psi, testing pressure of 250psi, maximum operating temperature of 140°F, 2" threaded inlet and 1.5" outlet, reinforced nylon body, 316 SS internal parts. See "Appendix A", Approved Materials.

CARV valves will be installed in a concrete pit at high points in the main. See Detail "Air Release Valve".

3.8 FORCE MAIN PIPE

3.8.1 RESTRAINED PIPE JOINTS

The Engineer of Record shall provide a restrained joint detail on drawings submitted to the City for approval. Restraining is to apply to all new fittings installed as part of the job, including tapping saddles.

3.9 LIFT STATIONS

3.9.1 PRECAST WET WELLS

Precast wet wells must be constructed in accordance with ASTM specification C478. Concrete will have a minimum 28-day compressive strength of 4,000 PSI. Cement will be Type II sulfide resistant. Reinforcement steel will be minimum Grade 40 and placed as shown on the drawings ("Lift Station" Sheets 1 and 2 of 4). Shop drawings of manholes and lift station wet wells will be submitted to the Engineering Division Supervisor for approval prior to casting. Chairs for supporting reinforcing steel will be non-corrosive plastic or Grade 316 stainless steel. Linings for wet wells shall conform to Section 3.9.3, "Coatings". EOR shall approve precast wet well design.

3.9.2 WET WELL ACCESS COVERS

Aluminum access covers will be designed for 300 PSF live load with a safety factor of three (3). There shall be two 24" x 48" swing covers equipped with Grade 316 stainless steel hinges and Grade 316 stainless steel tamper-proof fasteners, closed position lock hasp, and retractable grip for opening. The cover will open to 90 degrees and lock automatically in the open position with a stainless steel positive locking arm. The release will be made by a stainless steel release handle. The cover will be flush with the top of the frame and rest on a ¾-inch wide lip around the inside of the frame. The hatch will be a **Bilco** or **Halliday** product. Hatch size of the cover will be determined by the wet well size and pump size to provide at least 12" of clearance on all sides of the pump with a minimum hatch dimension of 48" x 48". The wet well access cover needs to be flush with the top of the concrete.

3.9.3 COATINGS

3.9.3.1 HDPE Sheet Lining

The entire interior wall and top surface of the wet well will be protected with an HDPE liner designed to protect concrete from corrosion in a collection system pump wet well. The liner shall be a minimum thickness of 0.079 inches. Anchoring studs shall be the same material, and shall be integrally extruded with the sheet and shall have a minimum height of 0.39 inches and a length of 0.55 inches. The HDPE sheeting will be cast into the concrete. This liner will be **AGRU Sure Grip** as manufactured by **AGRU America, Inc**. or approved equal. Flat liner used for overlapping joints shall have a minimum thickness of 0.018 inches. All joints will be heat fusion welded to create a watertight lining. Such lining shall be warranted against defects in materials and workmanship for a period of five years from date of installation.

3.9.3.2 Exposed Piping

Pump discharge riser pipes and fittings inside the wet well will be Grade 316 10S stainless steel with flanged fittings. Piping exposed to raw sewage in valve pits will be coated with a two-coat coal tar epoxy exterior coating system with a minimum DFT of 12-15 mils. Coal tar epoxy will be **Rustoleum 9578** or approved equal. Equipment and pump information tags will not be painted.

3.9.4 SUBMERSIBLE PUMPS

Lift station submersible pumps will be **Hydromatic, ABS**, or **Flyght** with three-phase power and 3" minimum solids handling capacity. Pump volute, seal housing, and motor housing will be cast iron. Pump impeller will be two vane, one-piece cast iron construction. Pump shaft will be one-

piece 316 stainless steel, equipped with tandem seals with separate chambers for each seal. Seals will have tungsten carbide faces with 316 stainless steel hardware. Seal chambers will be equipped with probes to detect water intrusion. Motors will be oil-filled with automatic reset over-temperature sensors embedded in the motor windings. Pumps will be equipped with a stainless steel slide rail system, dual rail type. The pump discharge coupling will be flanged cement-lined ductile iron, 4" minimum diameter, bolted to the wet well floor by 316 stainless steel fasteners. Flanges will be machine threaded. (Compression-type flanges will not be allowed) Flange bolts, washers, and nuts will be 316 stainless steel. All pipes entering or exiting the wet well shall be sealed in a manner that will prevent water leaks around pipes.

3.9.5 VALVE PIT

A separate valve pit shall be constructed adjacent to the wet well to house a check valve for each pump, a gate valve for each pump, and one gate valve for emergency pump-out. The valve pit shall be configured to allow a minimum of 8 inches between the bottom of pipe flanges and the floor or wall. The emergency pump outlet will include a brass 4" male quick-disconnect complete with brass cover. The cross will be tapped to accommodate a brass gate valve with a threaded on 0-100 PSI glycerin filled pressure gauge. The valve pit is to be made of precast or cast-in-place concrete with a cast concrete cover equipped with an aluminum access hatch cast in the concrete. Aluminum access covers will be designed for 300 PSF live load with a safety factor of three (3). There shall be two 24" x 48" swing covers equipped with Grade 316 stainless steel hinges and Grade 316 stainless steel tamper-proof fasteners, closed position lock hasp, and retractable grip for opening. The cover will open to 90 degrees and lock automatically in the open position with a stainless steel positive locking arm. The release will be made by a stainless steel release handle. The cover will be flush with the top of the frame and rest on a ¾-inch wide lip around the inside of the frame. The dual swing access hatch will be a **Bilco** or **Halliday** product. Hatch size will be determined by the installation with a minimum dimension of 48 x 48 inches. The valve pit access cover needs to be flush with the top of the concrete. The valve pit depth is a maximum of 36" deep.

3.9.6 CHECK VALVES

Check valves will be flanged, with fusion bonded epoxy coating with an outside weight and lever, cast iron housing, 316 stainless steel seat ring, clapper with neoprene sealing surface, O-ring- sealed stuffing box (minimum size 4"). Bolts, washers, and nuts will be Grade 316 stainless steel. Check valves shall meet AWWA specification C508. Flanged end dimensions will be drilled to ANSI standard B16.1 class 125.

3.9.7 GATE VALVES

Gate valves will be resilient seated, 4" minimum diameter, with flanged ends, hand wheel operated, non-rising stem, epoxy coated, equipped with double O-ring-sealed stuffing box and Grade 316 stainless steel fasteners. Gate valves will meet AWWA specification C509 and C515. Flanged end dimensions will be drilled to ANSI standard B16.1 class 125.

3.9.8 CONTROL PANEL

The control panel will be isolated with a 200-amp fusible breaker disconnect housed in a NEMA 4X, stainless steel lockable cabinet.

The control panel enclosure will be Grade 316 stainless steel, NEMA 4X rated with a heat- reflecting hood. The minimum inside dimensions will be 36" wide x 48" high x 12" deep. Control voltage will be 120 VAC. **Control voltage transformer will be sized to support a 20 Amp circuit.** Control wiring will be 14 AWG stranded. The enclosure will be equipped with an aluminum dead front inner panel with cutouts for all circuit breakers; elapsed time meter (non-reset, hour and one-tenth hour, five digits); one duplex 120 VAC convenience outlet (GFI protected); a top mounted LED work light minimum 24 inches in length; hand-off-automatic (HOA) switch for each pump; seal failure light for each pump (amber); run light for each pump (red); one trip light for each pump (amber), SCADA bypass switch, inside and outside light on-off switch.

Floats will be used to provide level control. There will be one float for pump shut-off, one for lead pump turn-on, one for lag pump turn-on, and one for high-level alarm. Floats will be Roto- Float type-S as manufactured by Anchor Scientific with all weights and switches encapsulated. Floats will operate on normal 24 VAC supplied from a step-down 120 VAC to 24 VAC transformer located in the control panel. Float wiring from control panel to pump J-box will be a minimum of
#14 AWG copper wire. City will provide signal cable that will run from the control panel to the pump J-box in the same conduit as the float wiring.

Motor starters will be NEMA-rated with three-leg protection, circuit breakers (molded case), and all pilot devices (switches, relays, lights) will be manufactured by **Square-D**.

The control panel will be equipped with a **Russel Stoll model JRS 1044FR 100-amp emergency generator receptacle** and emergency main circuit breaker with lockout from the normal main breaker. Panel will be equipped with ground and neutral terminal bars. A power distribution block will be installed after the main breaker. Two 10 feet by 3/4 inches copper-clad ground rod will be driven into the ground adjacent to the control panel and must test less than 25 ohms resistance. Grounding wire will be Cad welded to the ground rod. The door will be equipped with a three-point latching system with hasp and staple for locking. The wiring system will be configured to allow the pumps to operate on floats if the SCADA system is by-passed. A separate by-pass switch will be installed. A **Time Mark** or **Diversified Electronics** phase sequence and loss relay with fault light will be installed for each pump. Line voltage will be monitored with a **Time Mark 257B or A257B**. The control panel will be mounted on aluminum channel or stainless steel unistrut and hardware supported by a minimum of three 4-inch square concrete posts. The post will be a minimum of 10 foot in length and located adjacent to the wet well. When the panel door is open, a minimum of 4-foot separation between the wet well edge and the panel.

A NEMA 4X, 316 stainless steel junction box with back plate, a terminal strip, a power distribution block for each pump, and a ground bar will be installed near the main control panel with a 1 ¼ inch diameter conduit for float wiring and a 2-inch diameter conduit for the pumps. The J-Box will be the minimum specified on the plans and will be located next to and same height as the control panel. The box will be connected to the control panel with a 1 ¼-inch diameter conduit for float wiring and a 2-inch diameter conduit for each pump. The conduits will be equipped with seal-offs between the control panel and the pump J-box to protect electrical equipment from corrosive atmosphere in the wet well. The terminal strip will be mounted on DIN rail and terminals will be Phoenix Contacts with sufficient room to add thirty-five (35) Phoenix Contact terminal blocks. The motor conductors will be one size larger than required by the current National Electric Code. Motor seal failure and over-temperature wiring will be a minimum #14 AWG copper conductors consisting of Black, Red, White, and Green. One set of these four colors will be for each motor. These conductors are to be in the same 2-inch conduit for the motor conductors. Four #12 AWG copper conductors will also be installed in the same 2-inch conduit for future use. These will be Black, Red, White, and Green.

A laminated as-built electrical wiring diagram (minimum 8.5" x 11") will be securely attached to the inside of the control panel door. A separate copy of the as-built wiring diagram will be provided to City of Cocoa Engineering Division. An information plate will also be located inside panel door and will include Cocoa's station number, pump information, and station voltage. An information plate with the address of the lift station will be located on the exterior of the meter can. If a high leg is present, identify the leg with orange color.

A site meeting will be held for each project to determine the exact placement of the panel components.

3.9.8.1 Disconnect Panel

A lightning suppressor shall be installed on the exterior side of the disconnect panel. It will not be permitted on the inside of the control panel. The disconnect panel will be a 200-amp fusible or breaker disconnect housed in a NEMA 4X, 316 stainless steel, 3 poles lockable cabinet rated for 600 volts AC. The disconnect panel is to be located next to the meter housing.

3.9.8.2 SCADA

SCADA equipment will be housed in a separate Eurobex, model number 5412 ESSPCH, lockable, NEMA 4X cabinet with an inner panel for equipment mounting and a separate inner panel on the door for mounting radio. Lift station operation and monitoring will be accomplished via SCADA, utilizing Motorola Moscad-L Remote Terminal Unit (RTU) consisting of one 15X15 chassis-part# FHN6028, frame-part# FHN5890, 3 I/O motherboard-part # FRNS809, a 117 vac transformer- part# FPN5554, power supply module-part# FPN5555, Central Processing Unit (CPU)-part# F6836, external radio interface board-part # FRNS907, three mixed I/O modules-part# FRNS819, battery bracket-part # FHN6058, battery-part# FLN9059, UHF radio 438-470 MHt-part# FUE1067, radio install kit-part# FLN3268, one antenna cable-part# FKN4473, TCP/IP interface to port 1- part# V527, and all associated cables. For more information, refer to the RTU detail sheets in "Appendix B".

The antenna shall be a gold anodized fully welded UHF directional Yagis, model Y4503, as manufactured by Antenex. The antenna shall be mounted on a minimum 20-foot-tall galvanized mast. The mast shall be rigid pipe, two and one half inches in diameter at the base. The upper 5 feet of mast will be rigid pipe, one and one quarter inches in diameter. The bottom of the mast will be set 3 foot below ground level and encased in a column of concrete a minimum of 12 inches in diameter and 3 foot deep. The mast will be located in close proximity to the SCADA/RTU panel. Antenna cable shall be Times Microwave Systems 3/8 inch diameter flexible low loss coaxial cable, part# LMR-400-DB and shall be fed into a 1-inch rigid metal conduit, mounted next to the antenna mast and shall be supported a minimum of three times along the length of the mast. The cable is to be fed into the underside of the SCADA/RTU panel. The mast shall be grounded to separate ground rod. A 20-foot copper-clad ground rod will be driven into the ground adjacent to the mast and must test less than 25 ohms resistance. Grounding wire will be Cad welded to the ground rod. Coordination of SCADA programming will be provided by the City's EOR.

The interface between the control cabinet and the separate SCADA cabinet will be through Phoenix Contact terminals and component plugs and relay bases (catalog # 700-HN121), or approved equals. An isolated 20 Amp circuit will be provided to power SCADA equipment. Pumps will be controlled by SCADA RTU.

SCADA will be our new system and will be provided by the City. Existing antenna will be used. Coaxial cable may need to be replaced at the sole responsibility of the Contractor.

3.9.8.3 Surge Protection

A surge protection unit as manufactured by Ditek, model KX-(applied voltage) shall be installed in a separate cabinet.

3.9.8.4 Emergency Generator

Stand-alone emergency electrical generators may be required for some pumping stations will be determined by the Engineering Division at the time of plan review. Generator location to be determined by the City. Provide a concrete slab with a minimum thickness of 6 inches. Generator will be mounted on approved rubber pads for vibration dampening. Installation must meet NFPA and NEC requirements. Generators shall be manufactured by Kohler or an approved equal and equipped with a John Deere, Cummins, or Caterpillar diesel engine with a minimum 60 kW output. Generator will be equipped with a fuel tank sized to provide a minimum of 32 hours operations under full load conditions with a minimum capacity of 250 gallons. Automatic Transfer Switch (ATS) will be installed in a separate NEMA 4X enclosure. ATS to be sized to the incoming electric service voltage and amp rating.

3.9.9 Site Lighting

Total number of lights will be determined by total area of the lift station site and equipment location. At least one light and pole will be located near the wet well and valve pit. Exact location to be determined by the City. Light pole must be aluminum, square, and bronze in color. Pole must be wind rated for the location. Total pole height, including in-ground base, will not exceed 16 feet above finished grade. Light must be RAB Lighting #ALED3T15O or an approved equal.

3.10 CONDUIT

Exposed electrical conduit will be Rigid Metal Conduit (galvanized rigidRMC) with protective coating where it penetrates concrete. Buried conduit will be Schedule 80 PVC. Conduits will be sized in accordance with NEC or larger with a minimum diameter of 2 inches. PVC conduits for pump and float wiring will be installed through the side of the wet well, below the lid, and above the high-water level.

Each pump power cable will be installed through a separate conduit from the wet well to the control panel junction box. All conduits from wet well to J-Box will be 2-inch Schedule 80 PVC

and consist of double 45-degree bends. Seal failure and over-temperature wiring for the pump will be installed in the same conduit. One (1) conduit will be provided to accommodate float wiring. Conduits for power and float wiring will be installed in close proximity and located to provide the straightest possible run to the junction box. Wiring from the wet well will be terminated in the junction box. Continuous wiring through the box will not be permitted.

A separate 2-inch diameter PVC conduit will be installed through the side of the wet well with the ends capped for future use. This conduit will be located at 90, 180, or 270 degrees from the others. The Engineering Division will determine the exact location during plan review.

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

VERTICAL DATUM: NAVD88

1	
2	
3	
4	
5	
6	
7	
8	
CITY COMMENTS	10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE

CIRRUS

SHEET TITLE

CITY OF COCOA TECHNICAL PROVISIONS (WASTEWATER)

PROJECT NO.

11545

DRAWING NO.

11545_400_019

SHEET

19 of 19

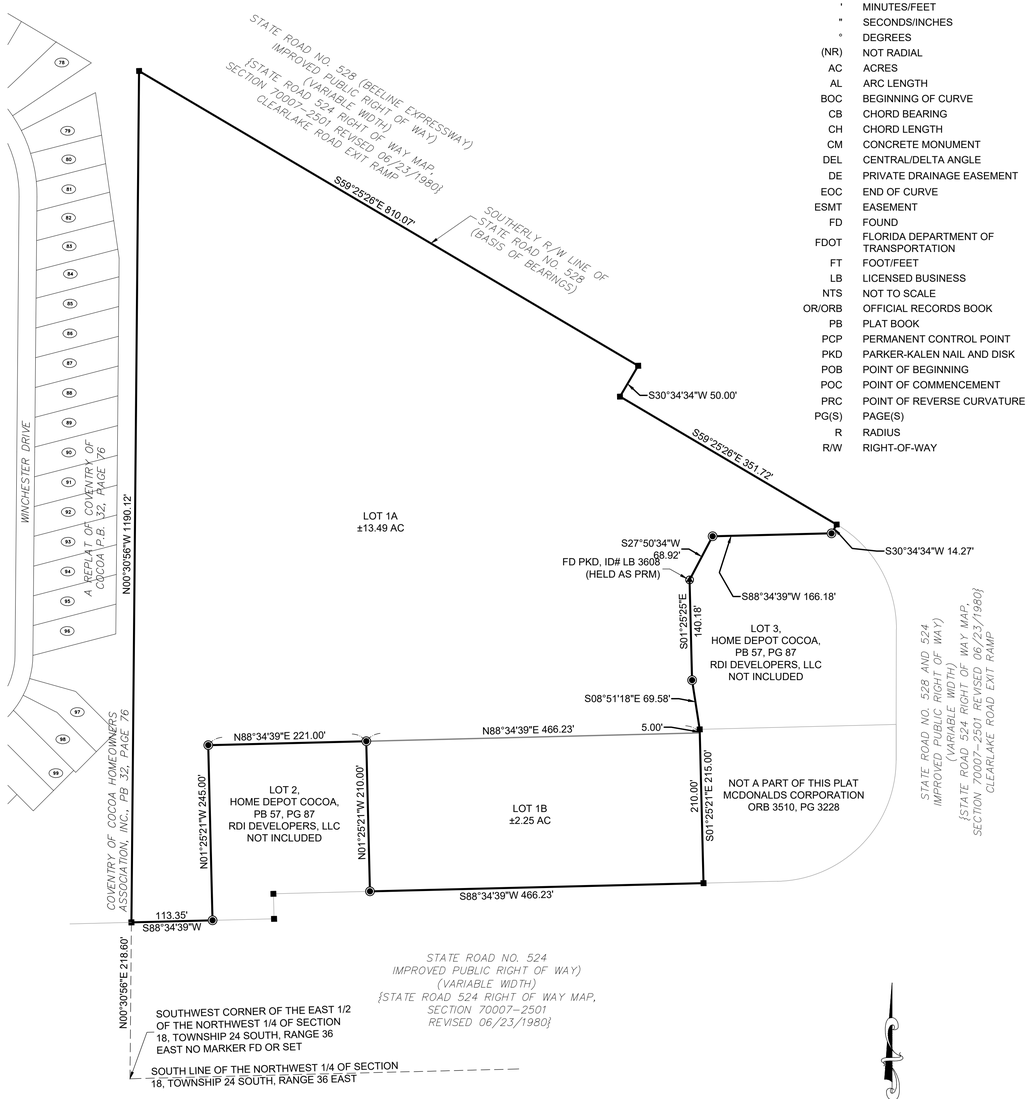
H:\Projects F:\data\11545\Drawings\11545_400\11545_400_019.dwg November 4, 2020 5:30:06 PM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

CIRRUS

BEING A RE-PLAT OF LOT 1, HOME DEPOT COCOA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS BREVARD COUNTY FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

PRELIMINARY PLAT



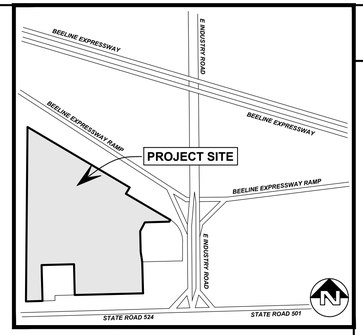
ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
LB	LICENSED BUSINESS
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY

SURVEY SYMBOL LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ◉ SET 5/8" IRON ROD & CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED
- ▲ SET MAG NAIL & DISK STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



LOCATION MAP
NTS

PLAT NOTES:

1. BEARING REFERENCE: ASSUMED BEARING OF N00°30'56"E ON THE WEST LINE OF LOT 1, HOME DEPOT COCOA AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTER 177.091(9).
3. ALL PLATTED PUBLIC UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
4. THE LANDS PLATTED HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN EASEMENT IN FAVOR OF FLORIDA GAS TRANSMISSION COMPANY AS REFERENCED IN FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 599, PAGE 315.
5. THE LANDS PLATTED HEREON ARE SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS AND OTHER PROVISIONS SET FORTH IN DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS BY INTERCHANGE ASSOCIATES, INC., A DELAWARE CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK 3299, PAGE 3156
6. THE 36' SHARED ACCESS EASEMENT SHOWN ON LOT 1B IS HEREBY DEDICATED TO THE OWNERS OF LOT 1A FOR VEHICULAR AND PEDESTRIAN ACCESS.
7. THE LANDS PLATTED HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN TWENTY (20) FOOT WIDE REUSE MAIN AND INGRESS/EGRESS EASEMENT IN FAVOR OF THE CITY OF COCOA SET FORTH IN REUSE MAIN AND WATER LINE & INGRESS/EGRESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3372, PAGE 4481. NOTE: THE TWENTY (20) FOOT WIDE WATER LINE AND INGRESS/EGRESS EASEMENT WHICH WAS ALSO GRANTED IN SAID INSTRUMENT WAS VACATED BY RESOLUTION NO. 2005-65 RECORDED IN OFFICIAL RECORDS BOOK 5510, PAGE 2725.
8. THE LANDS PLATTED HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN TWENTY (20) FOOT WIDE EASEMENT FOR SANITARY SEWER FORCE MAIN AND A TWENTY (20) FOOT WIDE EASEMENT FOR SANITARY SEWER LINE IN FAVOR OF THE CITY OF COCOA SET FORTH IN FORCE MAIN AND SEWER LINE & INGRESS/EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3372, PAGE 4486. NOTE: A PORTION OF SAID EASEMENT(S) WAS/WERE VACATED BY RESOLUTION NO. 2005-100 RECORDED IN OFFICIAL RECORDS BOOK 5557, PAGE 4594.
9. THE LANDS PLATTED HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN RIGHT OF WAY EASEMENT FROM INTERCHANGE ASSOCIATES, INC. IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY RECORDED IN OFFICIAL RECORDS BOOK 3387, PAGE 3308.
10. COVENANT SET FORTH IN SHORT FORM LEASE BY AND BETWEEN INTERCHANGE ASSOCIATES, INC., LANDLORD, AND ECKERD CORPORATION, TENANT, RECORDED IN OFFICIAL RECORDS BOOK 3511, PAGE 710, AS ASSIGNED, MODIFIED, SUPPLEMENTED AND/OR AMENDED BY THE DOCUMENTS LISTED ON EXHIBIT A OF THAT CERTAIN INSTRUMENT BY AND BETWEEN CVS EGL 524 COCOA FL, L.L.C., SUCCESSOR IN INTEREST TO ECKERD CORPORATION, TENANT, RDI DEVELOPERS, LLC, SUCCESSOR IN INTEREST TO INTERCHANGE ASSOCIATES, INC., LANDLORD, ET AL, RECORDED IN OFFICIAL RECORDS BOOK 5583, PAGE 8287.

LEGAL DESCRIPTION

LOT 1 OF HOME DEPOT COCOA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGES 87 THROUGH 93, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 08/31/20
DESIGN/DRAWN: ALS/AH
DRAWING# 11545_300_001
PROJECT# 11545

PLAT BOOK _____, PAGE _____
SHEET 1 OF 4
SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, COCOA RETAIL, LLC, a North Carolina Limited Liability Company, being the owner in fee simple of the lands described in

CIRRUS

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all public drainage and utility easements as further described in the notes or as shown hereon. The owner hereby dedicates to the public and the City of Cocoa, Florida, all easements shown hereon as public easements and a perpetual public easement over and across Lot 1A and Lot 1B for ingress and egress for law enforcement and emergency vehicles, emergency access and emergency maintenance.

By:_____
Printed Name:

SEAL

Attest:_____
Printed Name:

Attest:_____
Printed Name:

COCOA RETAIL, LLC
1111 METROPOLITAN AVENUE
SUITE 700
CHARLOTTE, NORTH CAROLINA 28236

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence ____ or online notarization, this _____ by the above named Limited Liability Company under the laws of the State of _____, on behalf of the company, who is personally known to me ___ or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

_____ SEAL
NOTARY PUBLIC
My Comm. Expires _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 11/11/2019 he completed a boundary survey of the lands shown on the foregoing plat; and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said lands are located in the City of Cocoa, Brevard County, Florida.

_____ Registration Number 5611
LESLIE E. HOWARD
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, Fla. 32901
Certificate of Authorization Number: LB-0004905

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

_____
J. Barry. Cabannis
Reg. Florida Surveyor & Mapper #4524
Reviewing Surveyor for the City of Cocoa

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the City Council of the City of Cocoa, Florida.

_____
Michael C. Blake, MAYOR

ATTEST: _____
Carie Shealy, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part 1, Florida Statutes, and was filed for record on _____ at _____.

File No. _____

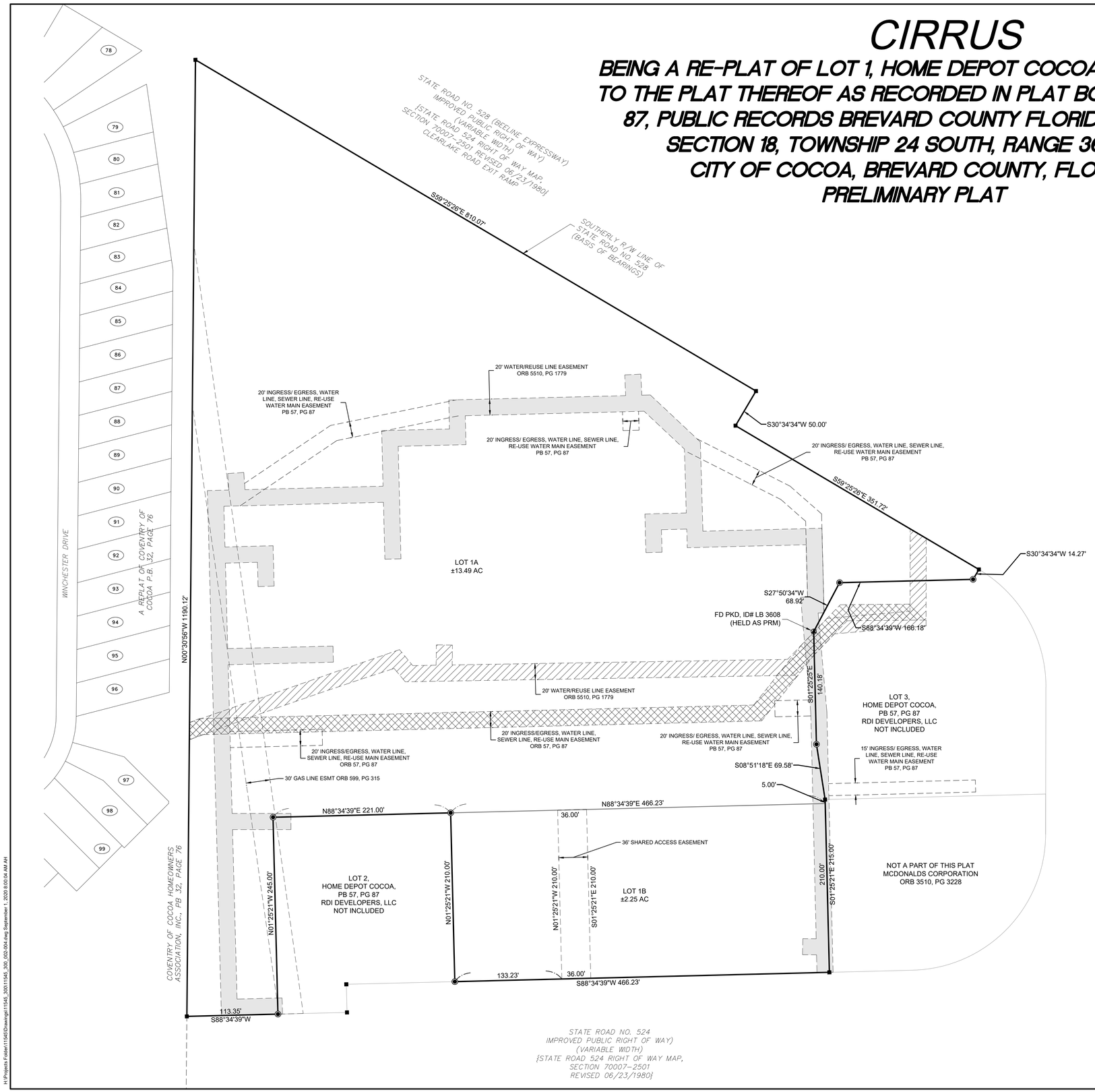
ATTEST: _____
Clerk of the Circuit Court in and for Brevard County, Fla.

H:\Projects Folder\11545\Drawings\11545_300\11545_300_001.dwg January 29, 2021 8:12:52 AM DB

PLAT BOOK _____, PAGE _____
SHEET 2 OF 4
SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

CIRRUS

BEING A RE-PLAT OF LOT 1, HOME DEPOT COCOA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS BREVARD COUNTY FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST CITY OF COCOA, BREVARD COUNTY, FLORIDA PRELIMINARY PLAT



SURVEY SYMBOL LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ◉ SET 5/8" IRON ROD & CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED
- ▲ SET MAG NAIL & DISK STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CDD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
E	EAST
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
LB	LICENSED BUSINESS
N	NORTH
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

60 0 30 60
1 INCH = 60 FEET

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 725-1150
CERTIFICATE OF BUSINESS AUTHORIZATION: 49925
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

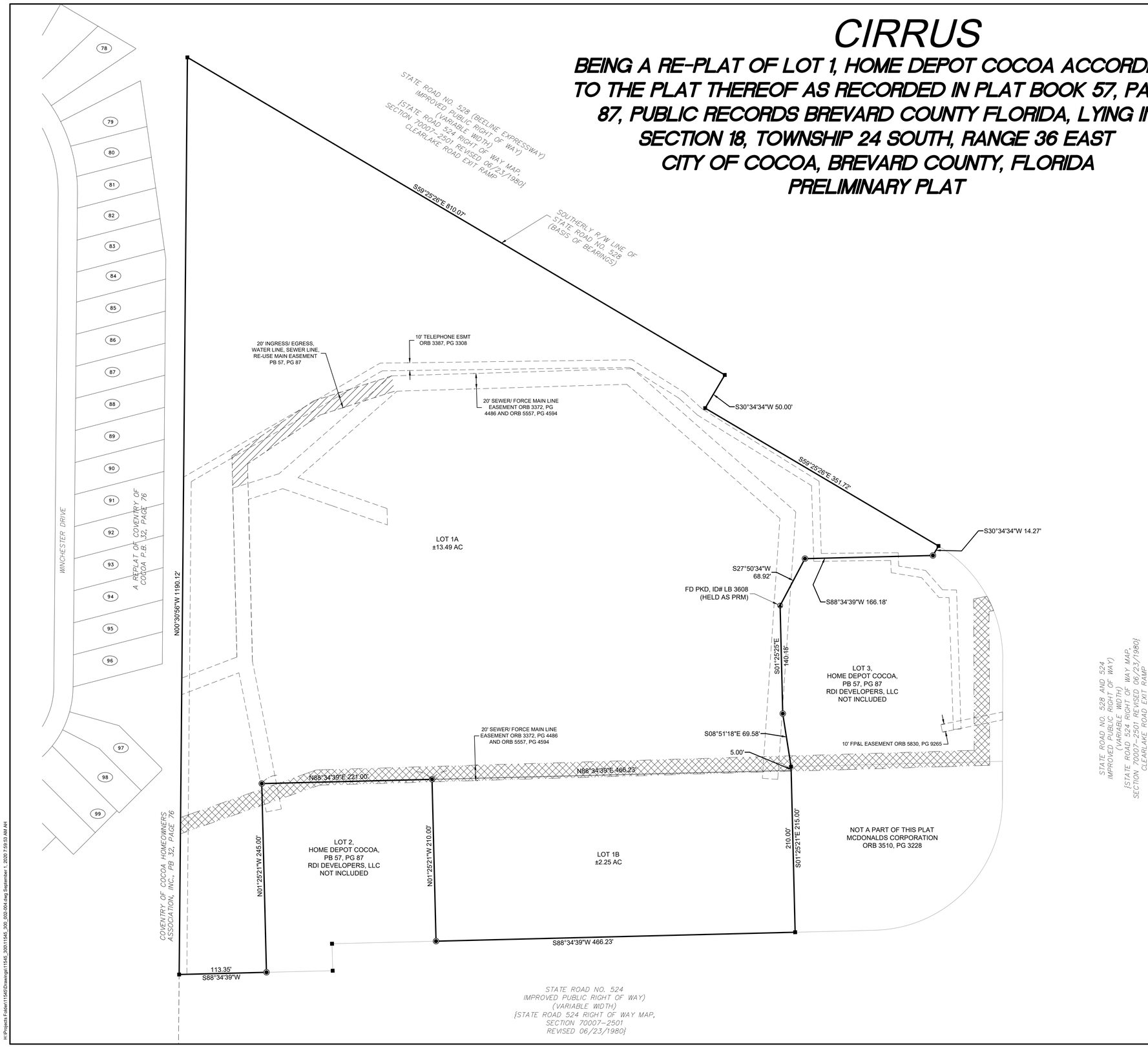
DATE: 08/31/20
DESIGN/DRAWN: ALS/AH
DRAWING# 11545_300_002
PROJECT# 11545

H:\Projects Folder\11545\Drawings\11545_300\11545_300_002-004.dwg September 1, 2020 8:00:04 AM AH

PLAT BOOK _____, PAGE _____
SHEET 3 OF 4
SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

CIRRUS

BEING A RE-PLAT OF LOT 1, HOME DEPOT COCOA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS BREVARD COUNTY FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST CITY OF COCOA, BREVARD COUNTY, FLORIDA PRELIMINARY PLAT



SURVEY SYMBOL LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ● SET 5/8" IRON ROD & CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED
- ▲ SET MAG NAIL & DISK STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CDD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
E	EAST
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
LB	LICENSED BUSINESS
N	NORTH
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

60 0 30 60
1 INCH = 60 FEET

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
372 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1158
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

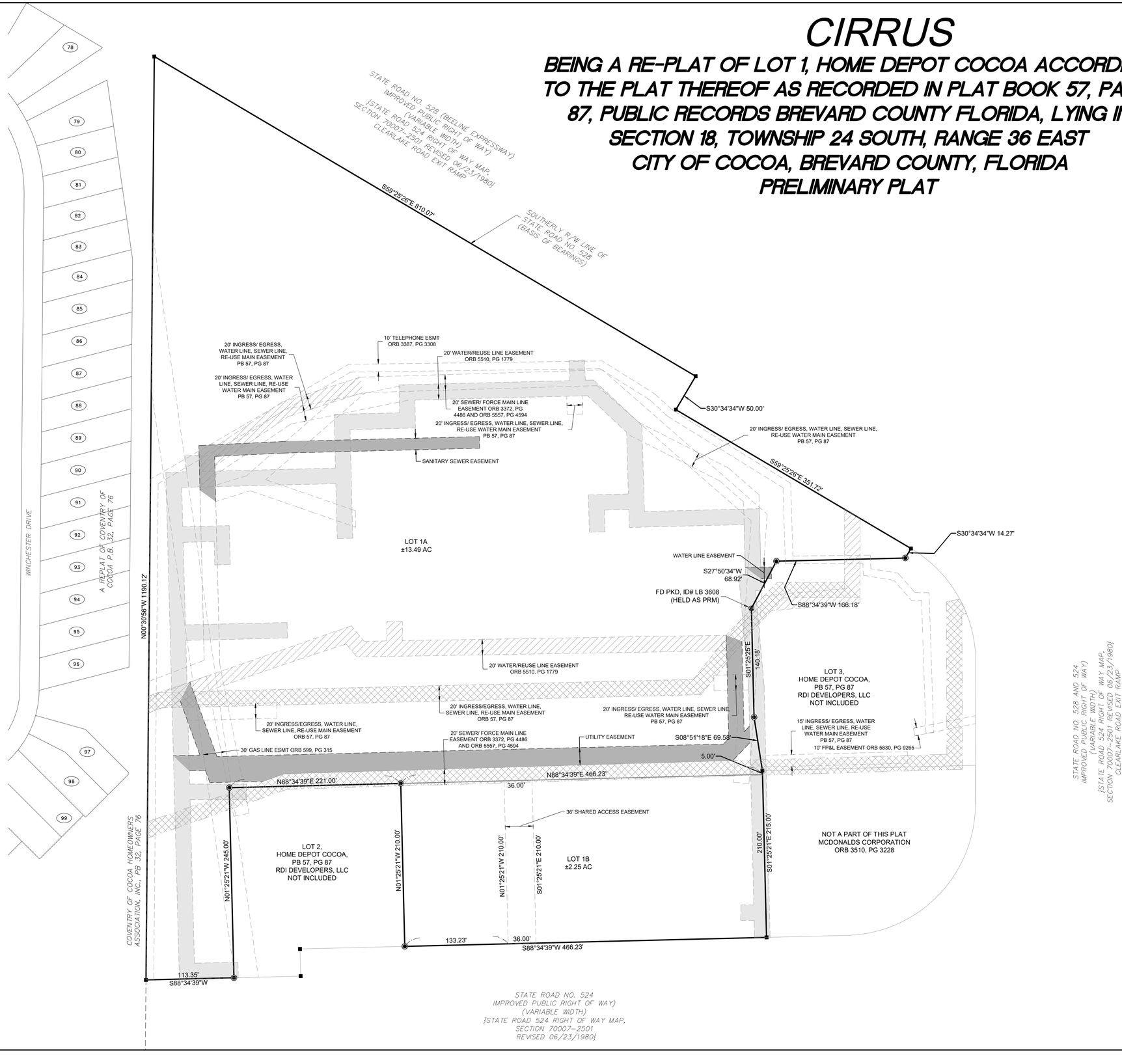
DATE: 08/31/20
DESIGN/DRAWN: ALS/AH
DRAWING# 11545_300_003
PROJECT# 11545

H:\Projects-Folder\11545\Drawings\11545_300\11545_300_002-004.dwg September 1, 2020 7:59:33 AM AH

PLAT BOOK _____, PAGE _____
SHEET 4 OF 4
SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

CIRRUS

BEING A RE-PLAT OF LOT 1, HOME DEPOT COCOA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS BREVARD COUNTY FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST CITY OF COCOA, BREVARD COUNTY, FLORIDA PRELIMINARY PLAT



SURVEY SYMBOL LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ● SET 5/8" IRON ROD & CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED
- ▲ SET MAG NAIL & DISK STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CDD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
E	EAST
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
LB	LICENSED BUSINESS
N	NORTH
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

60 0 30 60

1 INCH = 60 FEET

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1102
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 08/31/20
DESIGN/DRAWN: ALS/AH
DRAWING# 11545_300_004
PROJECT# 11545

H:\Projects Folder\11545\Drawings\11545_300\11545_300_002-004.dwg September 1, 2020 7:59:34 AM AH

SURVEY NOTES:

SURVEY OF A PARCEL OF LAND IN SECTION 18,TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

SURVEY FOR BOUNDARY AND LOCATIONS OF PERTINENT VISIBLE ABOVEGROUND IMPROVEMENTS.

UNDERGROUND IMPROVEMENTS AND/OR UTILITIES SHOWN AND NOTED HEREON WERE TAKEN FROM A PREVIOUS SURVEY OF THIS AREA PERFORMED BY THIS COMPANY.

BEARING REFERENCE: ASSUMED BEARING OF S85°25'26"E ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (BEELINE EXPRESSWAY) CLEARLAKE ROAD EAST BOUND EXIT RAMP, ACCORDING TO THE PLAT OF HOME DEPOT COCOA, AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

THE SURVEYOR RELIED SOLELY ON INFORMATION CONTAINED WITHIN THAT CERTAIN FIRST AMERICAN TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE FILE NO.: 2061-4486840, ISSUING OFFICE FILE NUMBER: 2320-TBD, COMMITMENT DATE: OCTOBER 1, 2019 AT 8:00 A.M FOR INFORMATION REGAGRDING EASEMENTS AFFECTING AND/OR ENCUMBERING THE LANDS SURVEYED HEREON

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.

THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

ALL BUILDING SET BACK REQUIREMENTS ARE GRAPHICALLY DEPICTED HEREON.

THIS PROPERTY HAS DIRECT ACCESS TO A DEDICATED PUBLIC STREET VIA DRIVEWAY CONNECTIONS ON STATE ROAD 528 RE-ROUTE (STATE ROAD 524).

ELEVATIONS SHOWN ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM, 1988 (NAVD88)

DATUM CONVERSION: NAVD88 + 1.35 = NGVD29

THIS SURVEY IS SUBJECT TO ANY ADDITIONAL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD, (EITHER PUBLIC OR PRIVATE), WHICH MAY EXIST AND WERE NOT FURNISHED TO THE SURVEYOR.

BUILDING HEIGHT RESTRICTED TO 66 FEET AS PER CITY OF COCOA, FLORIDA CODES

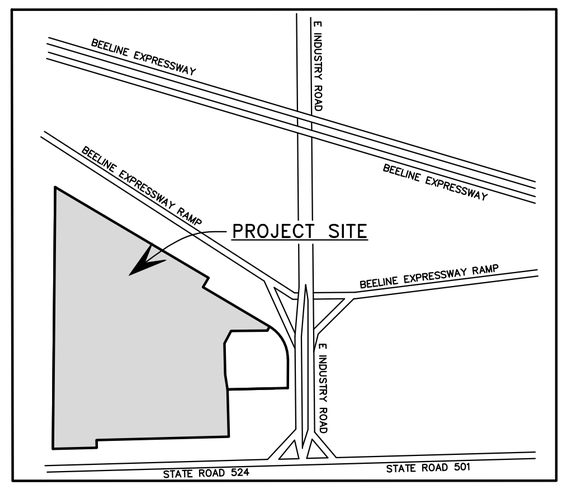
PROPERTY ADDRESS: 2320 HIGHWAY 524 UNIT HOMEDE, COCOA, FLORIDA 32926

DATE OF LAST FIELD WORK: 11/11/19

DESCRIPTION FROM EXHIBIT "A" IN THAT CERTAIN FIRST AMERICAN TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE FILE NO.: 2061-4486840, ISSUING OFFICE FILE NUMBER: 2320-TBD, COMMITMENT DATE: OCTOBER 1, 2019 AT 8:00 A.M:

PARCEL 1 (FEE PARCEL): LOT 1 OF HOME DEPOT COCOA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGES 87 THROUGH 93, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL 2 (EASEMENT PARCEL): TOGETHER WITH THOSE CERTAIN EASEMENTS FOR ACCESS, UTILITIES AND SIGNAGE FOR THE BENEFIT OF PARCEL 1 ABOVE AS MORE FULLY DESCRIBED AND SET FORTH IN THAT CERTAIN RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT BY AND BETWEEN RDI DEVELOPERS, LLC, A NEW YORK LIMITED LIABILITY COMPANY AND HOME DEPOT U.S.A., INC. RECORDED IN OFFICIAL RECORDS BOOK 5859, PAGE 8905, AS AMENDED AND MODIFIED BY FIRST AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT BY AND BETWEEN RDI DEVELOPERS, LLC, A NEW YORK LIMITED LIABILITY COMPANY AND HOME DEPOT U.S.A., INC. RECORDED IN OFFICIAL RECORDS BOOK 5868, PAGE 8944, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



LOCATION MAP
NTS

DESCRIPTION OF "THE PROPERTY" BY SURVEYOR:

PART OF LOT 1, HOME DEPOT COCOA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 57, P AGES 87 THROUGH 93, INCLUSIVE, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 OF SAID HOME DEPOT COCOA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1 AND RUN ALONG THE BOUNDARY OF SAID LOT 1, N88°34'39"E A DISTANCE OF 113.35 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID HOME DEPOT COCOA; THENCE N01°25'21"W, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 245.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE N88°34'39"E A DISTANCE OF 221.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N88°34'39"E, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 466.23 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE S01°25'21"E, ALONG SAID EASTERLY LINE, A DISTANCE OF 210.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, (SAID POINT ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 524); THENCE S88°34'39"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 466.24 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N01°25'21"W, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.25 ACRES, MORE OR LESS.

CONTAINING 13.49 NET ACRES, MORE OR LESS.

DESCRIPTION OF "RETAINED BY SELLER" AREA BY SURVEYOR:

PART OF LOT 1, HOME DEPOT COCOA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 57, P AGES 87 THROUGH 93, INCLUSIVE, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1 AND RUN ALONG THE BOUNDARY OF SAID LOT 1, N88°34'39"E A DISTANCE OF 113.35 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID HOME DEPOT COCOA; THENCE N01°25'21"W, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 245.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE N88°34'39"E A DISTANCE OF 221.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N88°34'39"E, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 466.23 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE S01°25'21"E, ALONG SAID EASTERLY LINE, A DISTANCE OF 210.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, (SAID POINT ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 524); THENCE S88°34'39"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 466.24 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N01°25'21"W, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.25 ACRES, MORE OR LESS.

ZONING INFORMATION PER CITY OF COCOA, FLORIDA CODES:

ZONING CLASSIFICATION: GENERAL COMMERCIAL (C-G)

SETBACKS:
- FRONT: 40 FEET
- SIDE: 30 FEET WHEN CONTIGUOUS TO RESIDENTIAL AND 15 FEET WHEN CONTIGUOUS TO ANY OTHER ZONING
- REAR: 30 FEET WHEN CONTIGUOUS TO RESIDENTIAL AND 20 FEET WHEN CONTIGUOUS TO ANY OTHER ZONING

DESCRIPTION OF "SHARED ACCESS EASEMENT" AREA BY SURVEYOR:

PART OF LOT 1, HOME DEPOT COCOA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 57, P AGES 87 THROUGH 93, INCLUSIVE, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1 AND RUN ALONG THE BOUNDARY OF SAID LOT 1, N88°34'39"E A DISTANCE OF 113.35 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID HOME DEPOT COCOA; THENCE N01°25'21"W, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 245.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE N88°34'39"E A DISTANCE OF 221.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE CONTINUE N88°34'39"E, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 133.23 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N88°34'39"E, ALONG SAID EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 36.00 FEET; THENCE S01°25'21"E A DISTANCE OF 210.00 FEET A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 524; THENCE S88°34'39"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 36.00 FEET; THENCE N01°25'21"W A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING. CONTAINING 7560 SQUARE FEET, MORE OR LESS.

NATIONAL FLOOD INSURANCE PROGRAM

1. MAP No. 12009C0320G
2. COMMUNITY No. 120020
3. PANEL No. 0320
4. SUFFIX: G
5. MAP REVISED: MARCH 17, 2014
6. THIS PROPERTY IS LOCATED IN FLOOD ZONE "X UNSHADED" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN

ITEM NUMBERS BELOW ARE IN DIRECT RELATIONSHIP TO THOSE NUMBERS IN SCHEDULE B-II EXCEPTIONS IN CERTAIN FIRST AMERICAN TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE FILE NO.: 2061-4486840, ISSUING OFFICE FILE NUMBER: 2320-TBD, COMMITMENT DATE: OCTOBER 1, 2019 AT 8:00 A.M:

1. *SURVEYOR HAS NO KNOWLEDGE OF ANY* DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
2. *SURVEYOR HAS NO KNOWLEDGE OF* ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.
3. *SURVEYOR HAS NO KNOWLEDGE OF* ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE *OTHER THAN AS MAY BE NOTED AND/OR SHOWN HEREON*.
4. *SURVEYOR HAS NO KNOWLEDGE OF* ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS.
5. *SURVEYOR HAS NO KNOWLEDGE OF* ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER.
6. TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY. *NOT A SURVEY MATTER*
7. *SURVEYOR HAS NO KNOWLEDGE OF* ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS.
8. TAXES AND ASSESSMENTS FOR THE YEAR 2019 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. *NOT A SURVEY MATTER*

   NOTES FOR STANDARD EXCEPTIONS: STANDARD EXCEPTIONS FOR PARTIES IN POSSESSION, FOR MECHANICS LIENS, AND FOR TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS SHALL BE DELETED UPON RECEIPT OF AN ACCEPTABLE NON-LIEN AND POSSESSION AFFIDAVIT ESTABLISHING WHO IS IN POSSESSION OF THE LANDS, THAT THERE ARE NO LIENS OR ENCUMBRANCES UPON THE LANDS OTHER THAN AS SET FORTH IN THE COMMITMENT, THAT NO IMPROVEMENTS TO THE LANDS HAVE BEEN MADE WITHIN THE PAST 90 DAYS OR ARE CONTEMPLATED TO BE MADE BEFORE CLOSING THAT WILL NOT BE PAID IN FULL, AND THAT THERE ARE NO UNRECORDED TAXES OR ASSESSMENTS THAT ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. ANY POLICIES ISSUED HEREUNDER MAY BE SUBJECT TO A SPECIAL EXCEPTION FOR MATTERS DISCLOSED BY SAID AFFIDAVIT.

   STANDARD EXCEPTION(S) FOR QUESTIONS OF SURVEY MAY BE DELETED UPON RECEIPT AND REVIEW OF A PROPERLY CERTIFIED SURVEY MEETING THE FLORIDA MINIMUM TECHNICAL STANDARDS FOR ALL LAND SURVEYS DATED NO MORE THAN 90 DAYS PRIOR TO CLOSING OR SUCH OTHER PROOF AS MAY BE ACCEPTABLE TO THE COMPANY. ANY POLICIES ISSUED HEREUNDER MAY BE SUBJECT TO A SPECIAL EXCEPTION FOR MATTERS DISCLOSED BY SAID SURVEY OR PROOF.
9. EASEMENT IN FAVOR OF FLORIDA GAS TRANSMISSION COMPANY AS REFERENCED IN FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 599, PAGE 315. *AFFECTS PROPERTY, SHOWN AND NOTED HEREON*
10. TERMS, COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS AND OTHER PROVISIONS SET FORTH IN DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS BY INTERCHANGE ASSOCIATES, INC., A DELAWARE CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK 3299, PAGE 3156. *AFFECTS PROPERTY, EASEMENTS ARE BLANKET TYPE AND ARE NOT PLOTTED OR SHOWN HEREON*
11. SHORT FORM LEASE BY AND BETWEEN INTERCHANGE ASSOCIATES, INC., A DELAWARE CORPORATION, LANDLORD, AND WINN-DIXIE STORES, INC., TENANT, RECORDED IN OFFICIAL RECORDS BOOK 3299, PAGE 3164 AND THE TERMS, COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS AND OTHER PROVISIONS CONTAINED THEREIN. *LEASE TERMINATED PER TERMS IN DOCUMENT*
12. A TWENTY (20) FOOT WIDE REUSE MAIN AND INGRESS/EGRESS EASEMENT IN FAVOR OF THE CITY OF COCOA SET FORTH IN REUSE MAIN AND WATER LINE & INGRESS/EGRESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3372, PAGE 4481. NOTE: THE TWENTY (20) FOOT WIDE WATER LINE AND INGRESS/EGRESS EASEMENT WHICH WAS ALSO GRANTED IN SAID INSTRUMENT WAS VACATED BY RESOLUTION NO. 2005-65 RECORDED IN OFFICIAL RECORDS BOOK 5510, PAGE 2725. *EASEMENT TERMINATED AND NO LONGER IN EFFECT PER REFERENCED RESOLUTION*
13. TWENTY (20) FOOT WIDE EASEMENT FOR SANITARY SEWER FORCE MAIN AND A TWENTY (20) FOOT WIDE EASEMENT FOR SANITARY SEWER LINE IN FAVOR OF THE CITY OF COCOA SET FORTH IN FORCE MAIN AND SEWER LINE & INGRESS/EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3372, PAGE 4486. NOTE: A PORTION OF SAID EASEMENT(S) WAS/WERE VACATED BY RESOLUTION NO. 2005-100 RECORDED IN OFFICIAL RECORDS BOOK 5557, PAGE 4594. *AFFECTS PROPERTY, NOTED AND SHOWN HEREON*
14. BILL OF SALE (SEWER LINES, WATER MAINS AND APPURTENANCES) FROM INTERCHANGE ASSOCIATES, INC. TO THE CITY OF COCOA RECORDED IN OFFICIAL RECORDS BOOK 3372, PAGE 4491. *NOT A SURVEY MATTER*
15. BILL OF SALE (WATER LINES, WATER MAINS AND APPURTENANCES) FROM INTERCHANGE ASSOCIATES, INC. TO THE CITY OF COCOA RECORDED IN OFFICIAL RECORDS BOOK 3372, PAGE 4495. *NOT A SURVEY MATTER*
16. RIGHT OF WAY EASEMENT FROM INTERCHANGE ASSOCIATES, INC. IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY RECORDED IN OFFICIAL RECORDS BOOK 3387, PAGE 3308. *AFFECTS PROPERTY, SHOWN AND NOTED HEREON*
17. COVENANT SET FORTH IN SHORT FORM LEASE BY AND BETWEEN INTERCHANGE ASSOCIATES, INC., LANDLORD, AND ECKERD CORPORATION, TENANT, RECORDED IN OFFICIAL RECORDS BOOK 3511, PAGE 710, AS ASSIGNED, MODIFIED, SUPPLEMENTED AND/OR AMENDED BY THE DOCUMENTS LISTED ON EXHIBIT A OF THAT CERTAIN INSTRUMENT BY AND BETWEEN CVS EGL 524 COCOA FL, L.L.C., SUCCESSOR IN INTEREST TO ECKERD CORPORATION, TENANT, RDI DEVELOPERS, LLC, SUCCESSOR IN INTEREST TO INTERCHANGE ASSOCIATES, INC., LANDLORD, ET AL, RECORDED IN OFFICIAL RECORDS BOOK 5583, PAGE 8287. *NOT A SURVEY MATTER*
18. SHOPPING CENTER EASEMENT AGREEMENT BY AND BETWEEN INTERCHANGE ASSOCIATES, INC. AND MCDONALD'S CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 3516, PAGE 4332, AS AFFECTED BY ASSIGNMENT OF MAINTENANCE CONTRIBUTION BY AND BETWEEN RDI DEVELOPERS, LLC, A NEW YORK LIMITED LIABILITY COMPANY (SUCCESSOR TO INTERCHANGE ASSOCIATES, INC.), ASSIGNOR, AND HOME DEPOT U.S.A., INC., A DELAWARE CORPORATION, ASSIGNEE, RECORDED IN OFFICIAL RECORDS BOOK 5859, PAGE 8901. *AFFECTS PROPERTY, EASEMENTS ARE BLANKET TYPE AND ARE NOT PLOTTED OR SHOWN HEREON*
19. WATER LINE & INGRESS/EGRESS EASEMENT AGREEMENT BY AND BETWEEN INTERCHANGE ASSOCIATES, INC. AND THE CITY OF COCOA RECORDED IN OFFICIAL RECORDS BOOK 5510, PAGE 1779. *AFFECTS PROPERTY, NOTED AND SHOWN HEREON*
20. EASEMENT GRANTED BY RDI DEVELOPERS TO FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 5830, PAGE 9265. (NOTE: THERE IS NO EXHIBIT A, AS REFERRED TO IN SAID INSTRUMENT, RECORDED AS PART OF SAID INSTRUMENT.) *EASEMENT DOES NOT ENCUMBER PROPERTY. EASEMENT IS LOCATED OUTSIDE OF PROPERTY BOUNDARY AND IS NOTED AND SHOWN HEREON*
21. RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS CONTAINED ON THE PLAT OF HOME DEPOT COCOA, AS RECORDED IN PLAT BOOK 57, PAGES 87 THROUGH 93, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS AFFECTED BY SCRIVENER'S ERROR AFFIDAVITS RECORDED IN OFFICIAL RECORDS BOOK 5870, PAGE 4433 AND OFFICIAL RECORDS BOOK 5873, PAGE 5734 AND AS FURTHER AFFECTED BY RELEASE FROM RDI DEVELOPERS, LLC, A NEW YORK LIMITED LIABILITY COMPANY OF THE RESERVATION SET FORTH IN ITEM 3 OF THE 'PLAT NOTES' SET FORTH UPON THE PLAT OF HOME DEPOT COCOA RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____. *AFFECTS PROPERTY, PLOTTABLE EASEMENTS REFERENCED ON THE ABOVE NAMED PLAT ARE SHOWN AND NOTED HEREON*
22. BILL OF SALE FROM RDI DEVELOPERS, LLC, A NEW YORK LIMITED LIABILITY COMPANY, TO HOME DEPOT U.S.A., INC., A DELAWARE CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK 5859, PAGE 8898. *NOT A SURVEY MATTER*
23. TERMS, CONDITIONS, RESTRICTIONS, EASEMENTS AND OTHER PROVISIONS CONTAINED IN THAT CERTAIN RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT BY AND BETWEEN RDI DEVELOPERS, LLC, A NEW YORK LIMITED LIABILITY COMPANY AND HOME DEPOT U.S.A., INC. RECORDED IN OFFICIAL RECORDS BOOK 5859, PAGE 8905, AS AMENDED AND MODIFIED BY FIRST AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT BY AND BETWEEN RDI DEVELOPERS, LLC, A NEW YORK LIMITED LIABILITY COMPANY AND HOME DEPOT U.S.A., INC. RECORDED IN OFFICIAL RECORDS BOOK 5868, PAGE 8944. *AFFECTS PROPERTY, EASEMENTS ARE BLANKET TYPE AND ARE NOT PLOTTED OR SHOWN HEREON*
24. RESTRICTIVE COVENANT SET FORTH IN SPECIAL WARRANTY DEED FROM HOME DEPOT U.S.A., INC., A DELAWARE CORPORATION TO COCOA RETAIL, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY, RECORDED IN OFFICIAL RECORDS BOOK 7783, PAGE 2688. *AFFECTS PROPERTY, NO PLOTTABLE EASEMENTS FOUND IN DOCUMENT*
25. *SURVEYOR HAS NO KNOWLEDGE OF ANY* TERMS, COVENANTS, CONDITIONS AND OTHER MATTERS CONTAINED IN ANY UNRECORDED LEASE(S) AND ALL RIGHTS THEREUNDER OF THE LESSEE(S) AND OF ANY PERSON CLAIMING BY, THROUGH OR UNDER THE LESSEE(S).

SHEET INDEX	
1	GENERAL NOTES, SITE DATA, DESCRIPITIONS AND CERTIFICATIONS
2	OVERALL BOUNDARY
3	IMPROVEMENTS, ENCHROACHEMENTS AND EASEMENTS
4	TOPOGRAPHY, CONTOURS AND SPOT ELEVATIONS

ABBREVIATIONS

A/C	AIR CONDITIONER
AL	ARC LENGTH
AVE	AVENUE
BLVD	BOULEVARD
BM	BENCH MARK
BOC	BEGINNING OF CURVE
C/L	CENTERLINE
CA	CENTRAL ANGLE
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
COR	CORNER
DEL	DELTA / CENTRAL ANGLE
DRI	DEVELOPMENT OF REGIONAL IMPACT
ELEC	ELECTRIC
EL/ELEV	ELEVATION
EOC	END OF CURVE
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
FD	FOUND
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FP&L	FLORIDA POWER AND LIGHT
FT	FEET
HWY	HIGHWAY
ID#	IDENTIFICATION NUMBER
INV	INVERT
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LWP	LIGHTER WOOD POST
N#	NEIGHBORHOOD IDENTIFICATION
N&D	NAIL AND DISK
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NTI	NON-TANGENT INTERSECTION
NTL	NON-TANGENT LINE
NTS	NOT TO SCALE
OHE	OVERHEAD ELECTRIC/ UTILITY
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE(S)
PK	PARKER-KALEN
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PP	POWER/UTILITY POLE
PRC	POINT OF REVERSE CURVATURE
PUD	PLANNED UNIT DEVELOPMENT
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
R/W	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
RR	RAILROAD
ST	STREET
TYP	TYPICAL

SURVEY LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- BENCHMARK FOUND (MARKED AS NOTED)
- CONTROL POINT SET (MARKED AS NOTED)
- CONTROL POINT FOUND (MARKED AS NOTED)
- 1/2" IRON ROD & CAP SET (STAMPED "L.B. 4905")
- IRON ROD & CAP FOUND (MARKED AS NOTED)
- PERMANENT CONTROL POINT SET (METAL MARKER WITH A METAL DISK STAMPED "PCP–L.B. 4905")
- PERMANENT CONTROL POINT FOUND (MARKED AS NOTED)

TOPOGRAPHIC LEGEND

- EXISTING STORM DRAINAGE PIPE
- OHW — EXISTING OVERHEAD WIRE
- WM — EXISTING WATER MAIN
- SS — EXISTING SANITARY SEWER
- RWLM — EXISTING REUSE WATER MAIN
- FM — EXISTING FORCE MAIN
- SANITARY MANHOLE (SMH)
- SANITARY SEWER CLEANOUT (CO)
- GATE VALVE (GV)
- FIRE HYDRANT (FH)
- BLOWOFF (BO)
- TYPE 4 DRAINAGE STRUCTURE (DS)
- DRAINAGE STRUCTURE (DS)
- JUNCTION BOX (JB)
- MITERED END SECTION (MES)
- FLARED END SECTION (FES)
- UTILITY POLE
- GUY ANCHOR
- LIGHT POLE
- TELEPHONE MANHOLE
- TELEPHONE RISER
- SIGN
- PARKING SPACE NUMBERS
- CYPRESS TREE
- HOLLY TREE
- MAPLE TREE
- OAK TREE
- PINE TREE
- PALM TREE
- TRAFFIC SIGNAL CONTROL BOX
- TRAFFIC SIGNAL MAST ARM POLE
- PEDESTRIAN TRAFFIC SIGNAL POLE
- TRAFFIC SIGNAL CONTROL SENSOR BOX
- CONCRETE

ALTA CERTIFICATION:

TO: FRAMEWORK GROUP, LLP, AKERMAN, LLP, COCOA RETAIL, LLC AND FIRST AMERICAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1 THROUGH 6, 7(a), 7(b)(1), 7(c), 8, 9, 11, 13, 14 AND 16 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 11/11/19.

FIELD BOOK: COCOA BK 2
PAGE(S): 34

7	
6	
5	
4	
3	
2	
1 REVISIONS PER CLIENT	06/22/2020

DESIGN/DRAWN: LEH **DATE:**06/08/2020

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

LOT 1, HOME DEPOT COCOA

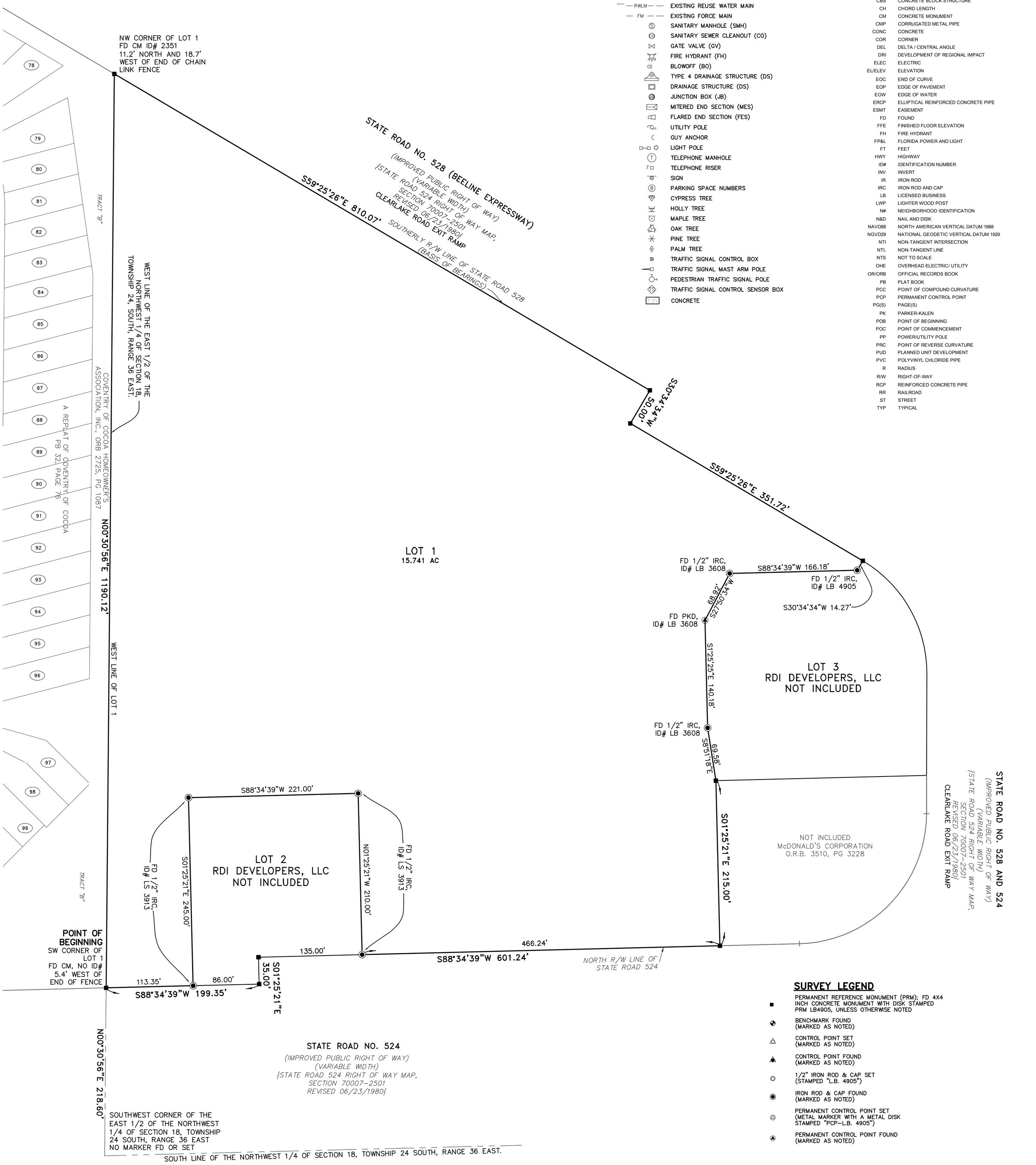
ALTA/NSPS LAND TITLE SURVEY

SCOTT M. GLAUBITZ
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NUMBER 4151

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

PROJECT NO. 11545
DRAWING NO. 11545_100_001
SHEET 1 of 4

H:\Projects Folder\11545\Drawings\11545_100\11545_100_001.dwg June 22, 2020 6:16:51 AM lh



TOPOGRAPHIC LEGEND

- EXISTING STORM DRAINAGE PIPE
- OHW — EXISTING OVERHEAD WIRE
- WM — EXISTING WATER MAIN
- SS — EXISTING SANITARY SEWER
- RWLM — EXISTING REUSE WATER MAIN
- FM — EXISTING FORCE MAIN
- SANITARY MANHOLE (SMH)
- SANITARY SEWER CLEANOUT (CO)
- GATE VALVE (GV)
- FIRE HYDRANT (FH)
- BLOWOFF (BO)
- TYPE 4 DRAINAGE STRUCTURE (DS)
- DRAINAGE STRUCTURE (DS)
- JUNCTION BOX (JB)
- MITERED END SECTION (MES)
- FLARED END SECTION (FES)
- UTILITY POLE
- GUY ANCHOR
- LIGHT POLE
- TELEPHONE MANHOLE
- TELEPHONE RISER
- SIGN
- PARKING SPACE NUMBERS
- CYPRESS TREE
- HOLLY TREE
- MAPLE TREE
- OAK TREE
- PINE TREE
- PALM TREE
- TRAFFIC SIGNAL CONTROL BOX
- TRAFFIC SIGNAL MAST ARM POLE
- PEDESTRIAN TRAFFIC SIGNAL POLE
- TRAFFIC SIGNAL CONTROL SENSOR BOX
- CONCRETE

ABBREVIATIONS

A/C	AIR CONDITIONER
AL	ARC LENGTH
AVE	AVENUE
BLVD	BOULEVARD
BM	BENCH MARK
BOC	BEGINNING OF CURVE
C/L	CENTERLINE
CA	CENTRAL ANGLE
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
COR	CORNER
DEL	DELTA / CENTRAL ANGLE
DRI	DEVELOPMENT OF REGIONAL IMPACT
ELEC	ELECTRIC
EL/ELEV	ELEVATION
EOC	END OF CURVE
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
FD	FOUND
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FP&L	FLORIDA POWER AND LIGHT
FT	FEET
HWY	HIGHWAY
ID#	IDENTIFICATION NUMBER
INV	INVERT
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LWP	LIGHTER WOOD POST
N#	NEIGHBORHOOD IDENTIFICATION
N&D	NAIL AND DISK
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NTI	NON-TANGENT INTERSECTION
NTL	NON-TANGENT LINE
NTS	NOT TO SCALE
OHE	OVERHEAD ELECTRIC/ UTILITY
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE(S)
PK	PARKER-KALEN
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PP	POWER/UTILITY POLE
PRC	POINT OF REVERSE CURVATURE
PUD	PLANNED UNIT DEVELOPMENT
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
R/W	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
RR	RAILROAD
ST	STREET
TYP	TYPICAL

SURVEY LEGEND

- PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- BENCHMARK FOUND (MARKED AS NOTED)
- CONTROL POINT SET (MARKED AS NOTED)
- CONTROL POINT FOUND (MARKED AS NOTED)
- 1/2" IRON ROD & CAP SET (STAMPED "L.B. 4905")
- IRON ROD & CAP FOUND (MARKED AS NOTED)
- PERMANENT CONTROL POINT SET (METAL MARKER WITH A METAL DISK STAMPED "PCP–L.B. 4905")
- PERMANENT CONTROL POINT FOUND (MARKED AS NOTED)

60 0 30 60
(IN FEET)

FIELD BOOK: COCOA BK 2
PAGE(S): 34
7
6
5
4
3
2
1
DESIGN/DRAWN: LEH **DATE:**04/07/2020

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING -
LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

LOT 1, HOME DEPOT COCOA

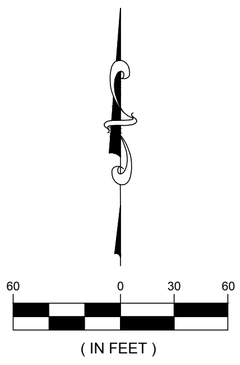
ALTA/NSPS LAND TITLE SURVEY

SCOTT M. GLAUBITZ
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NUMBER 4151

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

PROJECT NO. 11545
DRAWING NO. 11545_100_002-004
SHEET 2 of 4

H:\Projects Folder\11545\Drawings\11545_100\11545_100_002-004.dwg June 22, 2020 6:19:04 AM lh



SURVEY LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- BENCHMARK FOUND (MARKED AS NOTED)
- CONTROL POINT SET (MARKED AS NOTED)
- CONTROL POINT FOUND (MARKED AS NOTED)
- 1/2" IRON ROD & CAP SET (STAMPED "L.B. 4905")
- IRON ROD & CAP FOUND (MARKED AS NOTED)
- PERMANENT CONTROL POINT SET (METAL MARKER WITH A METAL DISK STAMPED "PCP–L.B. 4905")
- PERMANENT CONTROL POINT FOUND (MARKED AS NOTED)

SCHEDULE B–II, FROM THAT CERTAIN FIRST AMERICAN TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE FILE NO.: 2061–4486840, ISSUING OFFICE FILE NUMBER: 2320–TBD, COMMITMENT DATE: OCTOBER 1, 2019 AT 8:00 A.M.

ITEM NUMBER	RECORDING INFORMATION	LIST TYPE	GRANTEE	STATUS
9	ORB 599, PAGE 315	GAS EASEMENT	FLORIDA GAS TRANSMISSION COMPANY	SHOWN & NOTED ON SURVEY
10	ORB 3299, PAGE 3156	BLANKET EASEMENT	VARIOUS	AFFECTS ENTIRE SITE, NOT PLOTTED
13	ORB 3372, PAGE 4486 AND ORB 5557, PAGE 4594	SEWER/FORCE MAIN LINE EASEMENT	CITY OF COCOA, FLA.	SHOWN & NOTED ON SURVEY
14	ORB 3372, PAGE 4491	BILL OF SALE	CITY OF COCOA, FLA.	AFFECTS ALL EXISTING ON SITE SEWER LINES AND WATER MAINS, EXISTING SEWER LINES AND WATER MAINS SHOWN AND NOTED ON HEREON
15	ORB 3372, PAGE 4495	BILL OF SALE	CITY OF COCOA, FLA.	AFFECTS ALL EXISTING ON SITE WATER LINES, WATER MAINS AND APPURTENANCES, EXISTING WATER LINES, WATER MAINS AND APPURTENANCES SHOWN AND NOTED ON HEREON
16	ORB 3387, PAGE 3308	TELEPHONE LINE EASEMENT	SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY	SHOWN & NOTED ON SURVEY
18	ORB 3516, PAGE 4332 AND ORB 5859, PAGE 8901	BLANKET EASEMENT	McDONALD'S CORPORATION	AFFECTS ENTIRE SITE, NOT PLOTTABLE
19	ORB 5510, PAGE 1779	WATER/REUSE LINE EASEMENT	CITY OF COCOA, FLA.	SHOWN & NOTED ON SURVEY
20	ORB 5830, PAGE 9265	FP&L EASEMENT	FLORIDA POWER & LIGHT COMPANY	SHOWN & NOTED ON SURVEY. OUTSIDE BOUNDARIES OF SURVEYED PARCEL
21	PLAT BOOK 57, PAGE 87	INGRESS/EGRESS, WATER LINE, SEWER LINE, RE–USE WATER MAIN	CITY OF COCOA, FLA.	SHOWN AND NOTED ON SURVEY
23	ORB 5859, PAGE 8905 AND ORB 5868, PAGE 8944	BLANKET EASEMENT	RDI DEVELOPERS, LLC	AFFECTS ENTIRE SITE, NOT PLOTTED

TOPOGRAPHIC LEGEND

- EXISTING STORM DRAINAGE PIPE
- OHW — EXISTING OVERHEAD WIRE
- WM — EXISTING WATER MAIN
- SS — EXISTING SANITARY SEWER
- RWLM — EXISTING REUSE WATER MAIN
- FM — EXISTING FORCE MAIN
- SANITARY MANHOLE (SMH)
- SANITARY SEWER CLEANOUT (CO)
- GATE VALVE (GV)
- FIRE HYDRANT (FH)
- BLOWOFF (BO)
- TYPE 4 DRAINAGE STRUCTURE (DS)
- DRAINAGE STRUCTURE (DS)
- JUNCTION BOX (JB)
- MITERED END SECTION (MES)
- FLARED END SECTION (FES)
- UTILITY POLE
- GUY ANCHOR
- LIGHT POLE
- TELEPHONE MANHOLE
- TELEPHONE RISER
- SIGN
- PARKING SPACE NUMBERS
- CYPRESS TREE
- HOLLY TREE
- MAPLE TREE
- OAK TREE
- PINE TREE
- PALM TREE
- TRAFFIC SIGNAL CONTROL BOX
- TRAFFIC SIGNAL MAST ARM POLE
- PEDESTRIAN TRAFFIC SIGNAL POLE
- TRAFFIC SIGNAL CONTROL SENSOR BOX
- CONCRETE

ABBREVIATIONS

A/C	AIR CONDITIONER
AL	ARC LENGTH
AVE	AVENUE
BLVD	BOULEVARD
BM	BENCH MARK
BOC	BEGINNING OF CURVE
C/L	CENTERLINE
CA	CENTRAL ANGLE
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
COR	CORNER
DEL	DELTA / CENTRAL ANGLE
DRI	DEVELOPMENT OF REGIONAL IMPACT
ELEC	ELECTRIC
EL/ELEV	ELEVATION
EOC	END OF CURVE
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
FD	FOUND
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FP&L	FLORIDA POWER AND LIGHT
FT	FEET
HWY	HIGHWAY
ID#	IDENTIFICATION NUMBER
INV	INVERT
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LWP	LIGHTER WOOD POST
N#	NEIGHBORHOOD IDENTIFICATION
N&D	NAIL AND DISK
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NTI	NON-TANGENT INTERSECTION
NTL	NON-TANGENT LINE
NTS	NOT TO SCALE
OHE	OVERHEAD ELECTRIC/ UTILITY
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE(S)
PK	PARKER-KALEN
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PP	POWER/UTILITY POLE
PRC	POINT OF REVERSE CURVATURE
PUD	PLANNED UNIT DEVELOPMENT
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
R/W	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
RR	RAILROAD
ST	STREET
TYP	TYPICAL

STATE ROAD NO. 528 (BEELINE EXPRESSWAY)
CLEARLAKE ROAD EXIT RAMP
(VARIABLE WIDTH R/W)

STATE ROAD NO. 524 (SR 528 REROUTE)
(IMPROVED PUBLIC RIGHT OF WAY VARIABLE WIDTH)

STATE ROAD NO. 528 & 524
OFF RAMP (275' R/W)

SOUTHERLY R/W LINE OF STATE ROAD No. 528

SOUTHERLY RIGHT OF WAY LINE

NORTH R/W LINE OF STATE ROAD No. 524

SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST.

WEST LINE OF THE EAST 1/2F OF THE NORTHWEST 1/4 OF SECTION 18

A REPLAT OF COVENTRY OF COCOA P.B. 32, PAGE 76 ZONED PUD

TRACT "B" COVENTRY OF COCOA HOMEOWNERS ASSOCIATION, INC., ORB 2716, PG 1630

"THE PROPERTY" 13.49 AC. +/-

LOT 1
15.741 ACRES
ZONED C-G

LOT 2
NOT INCLUDED

LOT 3
NOT INCLUDED

McDONALDS
NOT INCLUDED

VACANT
#2300
BLDG HGT 39.1
ONE STORY C.B.S
FFE 32.17

TOTAL GROSS SQUARE FOOTAGE OF ENTIRE BUILDING AREA = 85,394

VACANT
BLDG HGT 28.4
ONE STORY C.B.S
FFE 32.35

VACANT
BLDG HGT 27.2
ONE STORY C.B.S.
FFE 32.20

1 STORY METAL "COOLER" BUILDING

BENCHMARK# 1
DS RIM 31.55
INV 18" RCP N 28.39

BENCHMARK# 2
SMH4 RIM 30.32
INV=23.62(E)
INV=23.44(SW)

BENCHMARK# 3
DS RIM 30.15

N00°30'56"E 1190.12'

S59°25'26"E 810.07'

S59°25'26"E 351.72'

S30°34'34"W 50.00'

N30°34'34"E 14.27'

N88°34'39"E 166.18'

N27°50'34"E 68.92'

AL=176.34' R=169.69'
Del=59°32'34" Ch=168.52'
CB=S29°39'09"E

N01°25'25"W 140.18'

N08°51'18"W 69.58'

S00°07'09"W 132.98'

S00°07'09"W 49.90'

S88°34'39"W 274.56'

N01°25'21"W 215.00'

AL=261.96'
R=169.68'
Del=88°27'30" Ch=236.71'
CB=S44°20'54"W

S88°34'39"W 103.60'

N88°34'39"E 601.24'

N01°25'21"W 35.00'

N88°34'39"E 199.35'

N00°30'56"E 218.60'

724' +/-

283.39'

121.82'

155.9'

67.1'

65.7'

12.0'

159.3'

46.6'

40.7'

32.7'

20.0'

20.9'

18.8'

17.4'

16.0'

37.7'

140.3'

200.0'

160.0'

25' FRONT SETBACK

25' SIDE SETBACK

±0.96'

5.0'±

5.10'

5.31'

6' WOOD FENCE

CHAIN LINK FENCE

CHAIN LINK FENCE ALONG RIGHT OF WAY LINE

WETLAND

POND

EDGE OF WATER

6' WOOD FENCE W/ 6' WOOD FENCE

CONCRETE DUMPSTER PAD W/ 6' WOOD FENCE

6" WOOD FENCE

6" WOOD FENCE

CONCRETE FLUME TYP.

CONCRETE RAMP

CONCRETE RAMP

GREASE TRAP

GREASE TRAP

4' HIGH DOUBLE GUARD RAIL

4' HIGH DOUBLE GUARD RAIL

ELECTRIC TRANSFORMER PAD

ELECTRIC TRANSFORMER PAD

CONCRETE DUMPSTER PAD

WATER METER BOXES

ASPHALT

CONCRETE

6" CURB TYP.

CART RETURN (TYP.)

ISLAND (TYP)

LIGHT POLE (TYP.)

SHOPPES OF COCOA NORTH SIGN

POWER POLE (TYP.)

GUY WIRE (TYP.)

CONCRETE DUMPSTER PAD

SMH 2
RIM 31.48
INV=25.95(NW)
INV=26.05(S)

SMH 3
RIM 30.42
INV=24.83(SE)
INV=24.61(W)

SMH 4
RIM 30.32
INV=23.62(E)
INV=23.44(SW)

SMH 5
RIM 30.78
INV=22.69(NE)
INV=22.62(SW)

SMH 6
RIM 30.62
INV=22.37(NE)
INV=22.23(S)

SMH 7
RIM 30.59
INV=21.48(N)
INV=21.43(S)
INV=21.30(SW)

SMH 7
RIM 32.33
INV=27.62(N)
INV=27.71(SE)

SMH 8
RIM 31.01
INV=26.01(N)

SMH RIM 27.81

DS RIM 30.21
24" RCP INV 27.19

DS RIM 30.98
INV 18" RCP SE 28.63

DS RIM 30.83
INV 18" RCP NW 28.29
INV 18" RCP S 28.51

DS RIM 30.65
INV 18" RCP N 28.67
INV 14"X23" RCP E 28.62 AND 28.62

DS RIM 30.29
36" RCP W INV 26.87
24" RCP E INV 27.48
18" RCP S INV 27.18

DS RIM 30.55
24" RCP W INV 26.87
24" RCP E INV 27.48
18" RCP S INV 27.18

DS RIM 30.13
36" RCP N INV 25.55

DS RIM 30.15
36" RCP N INV 24.97
36" RCP S INV 24.81

DS RIM 29.45
12" CMP W INV 25.65

DS RIM 30.15
18" RCP INV 27.08

DS RIM 32.52
18" RCP N INV 27.57

DS RIM 27.52
12" CMP E INV 25.02

DS RIM 30.21
18" RCP INV 27.44

GRATE INLET RIM 31.11
8" PVC W INV 29.46

GRATE INLET RIM 31.12

CI RIM 31.30
36" RCP N INV 24.97
36" RCP S INV 24.81

JB RIM 30.96
18" ADS E INV 28.10
19"X30" W INV 27.78

MES 24" RCP INV 27.05

MES 8" PVC INV 26.19

MES 8" PVC INV 26.38

MES 36" RCP INV 24.15

MES 9"X30" RCP INV 27.66

MES 18" ADS INV 29.37

MES 18" RCP INV 26.93

MES 24" RCP INV 26.40

MES 24" RCP INV 26.54

MES 24" RCP INV 26.81

MES 24" RCP INV 27.18

MES 14"X23" RCP INV 28.41

MES 14"X23" RCP INV 25.94

MES 14"X23" RCP INV 26..19

MES 14"X23" RCP INV 28.23

MES 14"X23" RCP INV 28.34

8" SS PVC

6" WM

8" WM

36" WM RCP

10" FM PVC

8" FM PVC

18" RM DIP

18" RM DIP

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

FIELD BOOK: COCOA BK 2
PAGE(S): 34
7 | 6 | 5 | 4 | 3 | 2 | 1
DESIGN/DRAWN: LEH **DATE:** 04/20/2020

LOT 1, HOME DEPOT COCOA

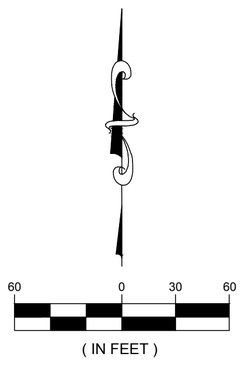
ALTA/NSPS LAND TITLE SURVEY

SCOTT M. GLAUBITZ
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NUMBER 4151

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

PROJECT NO. 11545
DRAWING NO. 11545_100_002-004
SHEET 3 of 4

H:\Projects Folder\11545\Drawings\11545_100\11545_100_002-004.dwg June 22, 2020 6:17:53 AM lh



ABBREVIATIONS

A/C	AIR CONDITIONER
AL	ARC LENGTH
AVE	AVENUE
BLVD	BOULEVARD
BM	BENCH MARK
BOC	BEGINNING OF CURVE
C/L	CENTERLINE
CA	CENTRAL ANGLE
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
COR	CORNER
DEL	DELTA / CENTRAL ANGLE
DRI	DEVELOPMENT OF REGIONAL IMPACT
ELEC	ELECTRIC
EL/ELEV	ELEVATION
EOC	END OF CURVE
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
FD	FOUND
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FP&L	FLORIDA POWER AND LIGHT
FT	FEET
HWY	HIGHWAY
ID#	IDENTIFICATION NUMBER
INV	INVERT
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LWP	LIGHTER WOOD POST
N#	NEIGHBORHOOD IDENTIFICATION
N&D	NAIL AND DISK
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NTI	NON-TANGENT INTERSECTION
NTL	NON-TANGENT LINE
NTS	NOT TO SCALE
OHE	OVERHEAD ELECTRIC/ UTILITY
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE(S)
PK	PARKER-KALEN
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PP	POWER/UTILITY POLE
PRC	POINT OF REVERSE CURVATURE
PUD	PLANNED UNIT DEVELOPMENT
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
R/W	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
RR	RAILROAD
ST	STREET
TYP	TYPICAL

TOPOGRAPHIC LEGEND

- EXISTING STORM DRAINAGE PIPE
- OHW — EXISTING OVERHEAD WIRE
- WM — EXISTING WATER MAIN
- SS — EXISTING SANITARY SEWER
- RWLM — EXISTING REUSE WATER MAIN
- FM — EXISTING FORCE MAIN
- SANITARY MANHOLE (SMH)
- SANITARY SEWER CLEANOUT (CO)
- GATE VALVE (GV)
- FIRE HYDRANT (FH)
- BLOWOFF (BO)
- TYPE 4 DRAINAGE STRUCTURE (DS)
- DRAINAGE STRUCTURE (DS)
- JUNCTION BOX (JB)
- MITERED END SECTION (MES)
- FLARED END SECTION (FES)
- UTILITY POLE
- GUY ANCHOR
- LIGHT POLE
- TELEPHONE MANHOLE
- TELEPHONE RISER
- SIGN
- PARKING SPACE NUMBERS
- CYPRESS TREE
- HOLLY TREE
- MAPLE TREE
- OAK TREE
- PINE TREE
- PALM TREE
- TRAFFIC SIGNAL CONTROL BOX
- TRAFFIC SIGNAL MAST ARM POLE
- PEDESTRIAN TRAFFIC SIGNAL POLE
- TRAFFIC SIGNAL CONTROL SENSOR BOX
- CONCRETE

SURVEY LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- BENCHMARK FOUND (MARKED AS NOTED)
- CONTROL POINT SET (MARKED AS NOTED)
- CONTROL POINT FOUND (MARKED AS NOTED)
- 1/2" IRON ROD & CAP SET (STAMPED "L.B. 4905")
- IRON ROD & CAP FOUND (MARKED AS NOTED)
- PERMANENT CONTROL POINT SET (METAL MARKER WITH A METAL DISK STAMPED "PCP–L.B. 4905")
- PERMANENT CONTROL POINT FOUND (MARKED AS NOTED)

STATE ROAD NO. 528 (BEELINE EXPRESSWAY)
CLEARLAKE ROAD EXIT RAMP
(VARIABLE WIDTH R/W)

S59°25'26"E 810.07'

SOUTHERLY R/W LINE OF STATE ROAD No. 528

WEST LINE OF THE EAST 1/2F OF THE NORTHWEST 1/4 OF SECTION 18

A REPLAT OF COVENTRY OF COCOA P.B. 32, PAGE 76 ZONED PUD

N00°30'56"E 1190.12'

TRACT "B" COVENTRY OF COCOA HOMEOWNERS ASSOCIATION, INC., ORB 2716, PG 1630

6' WOOD FENCE, 10.3' SOUTH AND 4.7' EAST OF FD C.M.

25' FRONT SETBACK

CHAIN LINK FENCE ALONG RIGHT OF WAY LINE

CHAIN LINK FENCE

6' WOOD FENCE

WETLAND

POND

EDGE OF WATER

8" PVC INV 26.19

8" PVC INV 26.38

MES 24" RCP INV 27.05

DS RIM 30.21 24" RCP INV 27.19

283.39'

BENCHMARK# 2
SMH4 RIM 30.32
INV=23.62(E)
INV=23.44(SW)

SMH 3 RIM 30.42 INV=24.83(SE) INV=24.61(W)

POWER POLE (TYP.)

OHE WIRE (TYP.)

CONCRETE DUMPSTER PAD

S30°34'34"W 50.00'

121.83'

8" SS PVC

6" WM

CONCRETE FLUME TYP.

36" RCP INV 24.15

CONCRETE GREASE TRAP

40.7'

46.6'

159.3'

4' HIGH DOUBLE GUARD RAIL

ELECTRIC TRANSFORMER PAD

1 STORY METAL "COOLER" BUILDING

CONCRETE RAMP

4' HIGH DOUBLE GUARD RAIL

DS RIM 30.98 INV 18" RCP SE 28.63

ASPHALT

CONCRETE DUMPSTER PAD

SMH 2 RIM 31.46 INV=25.95(NW) INV=26.05(S)

CHAIN LINK FENCE

S59°25'26"E 351.72'

SOUTHERLY RIGHT OF WAY LINE

25' FRONT SETBACK

87.15'

DS RIM 30.69 INV 18" RCP NW 28.29 INV 18" RCP S 28.51

DS RIM 30.65 INV 18" RCP N 28.67 INV 14"X23" RCP E 28.62 AND 28.62

N30°34'34"E 14.27'

N88°34'39"E 166.18'

MES 14"X23" RCP INV 28.41

MES 14"X23" RCP INV 28.41

18" RM DIP

N27°50'34"E 68.92'

N01°25'25"W 140.18'

LOT 3 NOT INCLUDED

N08°51'18"W 69.58'

S00°07'09"W 132.98'

S88°34'39"W 274.56'

S00°07'09"W 49.90'

STATE ROAD NO. 528 & 524 OFF RAMP (275' R/W)

N01°25'21"W 215.00'

BENCHMARK# 1
DS RIM 31.55
INV 18" RCP N 28.39

McDONALDS NOT INCLUDED

SMH 7 RIM 32.33 INV=27.62(N) INV=27.71(SE)

10" FM PVC

VACANT #2300 BLDG HGT 39.1 ONE STORY C.B.S FFE 32.17

TOTAL GROSS SQUARE FOOTAGE OF ENTIRE BUILDING AREA = 85,394

"THE PROPERTY" 13.49 AC. +/-

VACANT BLDG HGT 28.4 ONE STORY C.B.S

FFE 32.35

VACANT BLDG HGT 27.2 ONE STORY C.B.S.

FFE 32.20

LOT 1
15.741 ACRES
ZONED C-G

LOT 2 NOT INCLUDED

TRACT "B" COVENTRY OF COCOA HOMEOWNERS ASSOCIATION, INC., ORB 2716, PG 1630

25' SIDE SETBACK

SMH 6 RIM 30.62 INV=22.37(NE) INV=22.23(S)

SMH 5 RIM 30.78 INV=22.69(NE) INV=22.62(SW)

SMH 7 RIM 30.59 INV=21.48(N) INV=21.43(S) INV=21.30(SW)

SMH RIM 27.81

CONCRETE DUMPSTER PAD W/ 6' WOOD FENCE

WATER METER BOXES

ELECTRIC TRANSFORMER PAD

GREASE TRAP

GAS METER

CI RIM 31.30
36" RCP N INV 24.97
36" RCP S INV 24.81

6" CURB TYP.

ASPHALT

BENCHMARK# 3
DS RIM 30.15
36" RCP E INV 25.68
36" RCP N INV 25.55

DS RIM 30.29 36" RCP W INV 26.56 24" RCP E INV 26.59 18" RCP S INV 26.94

DS RIM 30.55 24" RCP W INV 26.87 24" RCP E INV 27.45 18" RCP S INV 27.17

DS RIM 30.45 24" RCP W INV 27.13 18" RCP S INV 28.10

DS RIM 29.45 12" CMP W INV 25.65

GRATE INLET RIM 31.11 8" PVC W INV 29.46

GRATE INLET RIM 31.12

ISLAND (TYP)

LIGHT POLE (TYP.)

SMH 8 RIM 31.01 INV=26.01(N)

DS RIM 27.52 12" CMP E INV 25.02

DS RIM 30.12 18" CP S INV 27.08

DS RIM 32.52 18" RCP N INV 27.57

SHOPPES OF COCOA NORTH SIGN

MES 19"X30" RCP INV 27.66

JB RIM 30.90 18" ADS E INV 28.10 19"X30" W INV 27.78

DS RIM 30.21 18" RCP INV 27.44

MES 18" ADS INV 29.37

N01°25'21"W 35.00'

N88°34'39"E 601.24'

N88°34'39"E 199.35'

N00°30'56"E 218.60'

NORTH R/W LINE OF STATE ROAD No. 524

S88°34'39"W 103.60'

PROPOSED "SHARED ACCESS EASEMENT" AREA

PROPOSED "RETAINED BY SELLER" AREA

MES 18" RCP INV 26.93

MES 24" RCP INV 26.40

MES 24" RCP INV 26.54

MES 24" RCP INV 27.18

36" WM RCP

STATE ROAD NO. 524 (SR 528 REROUTE)

(IMPROVED PUBLIC RIGHT OF WAY VARIABLE WIDTH)

MES 14"X23" RCP INV 26.19

MES 14"X23" RCP INV 27.34

MES 14"X23" RCP INV 28.15

SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST.

H:\Projects Folder\11545\Drawings\11545_100\11545_100_002-004.dwg June 22, 2020 6:17:38 AM lh

FIELD BOOK: COCOA BK 2
PAGE(S): 34
7
6
5
4
3
2
1
DESIGN/DRAWN: LEH **DATE:** 04/20/2020

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

LOT 1, HOME DEPOT COCOA

ALTA/NSPS LAND TITLE SURVEY

SCOTT M. GLAUBITZ
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NUMBER 4151

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

PROJECT NO. 11545
DRAWING NO. 11545_100_001
SHEET 4 of 4

SURVEY LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- BENCHMARK FOUND (MARKED AS NOTED)
- CONTROL POINT SET (MARKED AS NOTED)
- CONTROL POINT FOUND (MARKED AS NOTED)
- 1/2" IRON ROD & CAP SET (STAMPED "L.B. 4905")
- IRON ROD & CAP FOUND (MARKED AS NOTED)
- PERMANENT CONTROL POINT SET (METAL MARKER WITH A METAL DISK STAMPED "PCP–L.B. 4905")
- PERMANENT CONTROL POINT FOUND (MARKED AS NOTED)

TOPOGRAPHIC LEGEND

- EXISTING STORM DRAINAGE PIPE
- OHW — EXISTING OVERHEAD WIRE
- WM — EXISTING WATER MAIN
- SS — EXISTING SANITARY SEWER
- RWLM — EXISTING REUSE WATER MAIN
- FM — EXISTING FORCE MAIN
- SANITARY MANHOLE (SMH)
- SANITARY SEWER CLEANOUT (CO)
- GATE VALVE (GV)
- FIRE HYDRANT (FH)
- BLOWOFF (BO)
- TYPE 4 DRAINAGE STRUCTURE (DS)
- DRAINAGE STRUCTURE (DS)
- JUNCTION BOX (JB)
- MITERED END SECTION (MES)
- FLARED END SECTION (FES)
- UTILITY POLE
- GUY ANCHOR
- LIGHT POLE
- TELEPHONE MANHOLE
- TELEPHONE RISER
- SIGN
- PARKING SPACE NUMBERS
- CYPRESS TREE
- HOLLY TREE
- MAPLE TREE
- OAK TREE
- PINE TREE
- PALM TREE
- TRAFFIC SIGNAL CONTROL BOX
- TRAFFIC SIGNAL MAST ARM POLE
- PEDESTRIAN TRAFFIC SIGNAL POLE
- TRAFFIC SIGNAL CONTROL SENSOR BOX
- CONCRETE

ABBREVIATIONS

A/C	AIR CONDITIONER
AL	ARC LENGTH
AVE	AVENUE
BLVD	BOULEVARD
BM	BENCH MARK
BOC	BEGINNING OF CURVE
C/L	CENTERLINE
CA	CENTRAL ANGLE
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
COR	CORNER
DEL	DELTA / CENTRAL ANGLE
DRI	DEVELOPMENT OF REGIONAL IMPACT
ELEC	ELECTRIC
EL/ELEV	ELEVATION
EOC	END OF CURVE
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
FD	FOUND
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FP&L	FLORIDA POWER AND LIGHT
FT	FEET
HWY	HIGHWAY
ID#	IDENTIFICATION NUMBER
INV	INVERT
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LWP	LIGHTER WOOD POST
N#	NEIGHBORHOOD IDENTIFICATION
N&D	NAIL AND DISK
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NTI	NON-TANGENT INTERSECTION
NTL	NON-TANGENT LINE
NTS	NOT TO SCALE
OHE	OVERHEAD ELECTRIC/ UTILITY
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE(S)
PK	PARKER-KALEN
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PP	POWER/UTILITY POLE
PRC	POINT OF REVERSE CURVATURE
PUD	PLANNED UNIT DEVELOPMENT
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
R/W	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
RR	RAILROAD
ST	STREET
TYP	TYPICAL

SURVEY NOTES:

SURVEY OF LOT 1, HOME DEPOT COCOA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LYING IN SECTION 18,TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

SURVEY FOR LOCATIONS, TYPES AND SIZES OF ONSITE TREES.

BOUNDARY INFORMATION AND MONUMENTATION SHOWN WERE TAKEN FROM AN ALTA/NSPS AMERICAN LAND TITLE SURVEY OF THIS PROPERTY PREPARED BY THIS COMPANY, DRAWING

UNDERGROUND IMPROVEMENTS AND/OR UTILITIES SHOWN AND NOTED HEREON WERE TAKEN FROM A PREVIOUS SURVEY OF THIS AREA PERFORMED BY THIS COMPANY, DRAWING NO. 11545_100_001, PROJECT NO. 11545 DATED 06/08/2020 AND LAST REVISED 06/22/2020.

BEARING REFERENCE: ASSUMED BEARING OF S85°25'26"E ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (BEELINE EXPRESSWAY) CLEARLAKE ROAD EAST BOUND EXIT RAMP, ACCORDING TO THE PLAT OF HOME DEPOT COCOA, AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

THE SURVEYOR RELIED SOLELY ON INFORMATION CONTAINED WITHIN THAT CERTAIN FIRST AMERICAN TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE FILE NO.: 2061-4486840, ISSUING OFFICE FILE NUMBER: 2320-TBD, COMMITMENT DATE: OCTOBER 1, 2019 AT 8:00 A.M FOR INFORMATION REGAGRDING EASEMENTS AFFECTING AND/OR ENCUMBERING THE LANDS SURVEYED HEREON

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.

THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

ALL BUILDING SET BACK REQUIREMENTS ARE GRAPHICALLY DEPICTED HEREON.

THIS PROPERTY HAS DIRECT ACCESS TO A DEDICATED PUBLIC STREET VIA DRIVEWAY CONNECTIONS ON STATE ROAD 528 RE-ROUTE (STATE ROAD 524).

ELEVATIONS SHOWN ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM, 1988 (NAVD88)

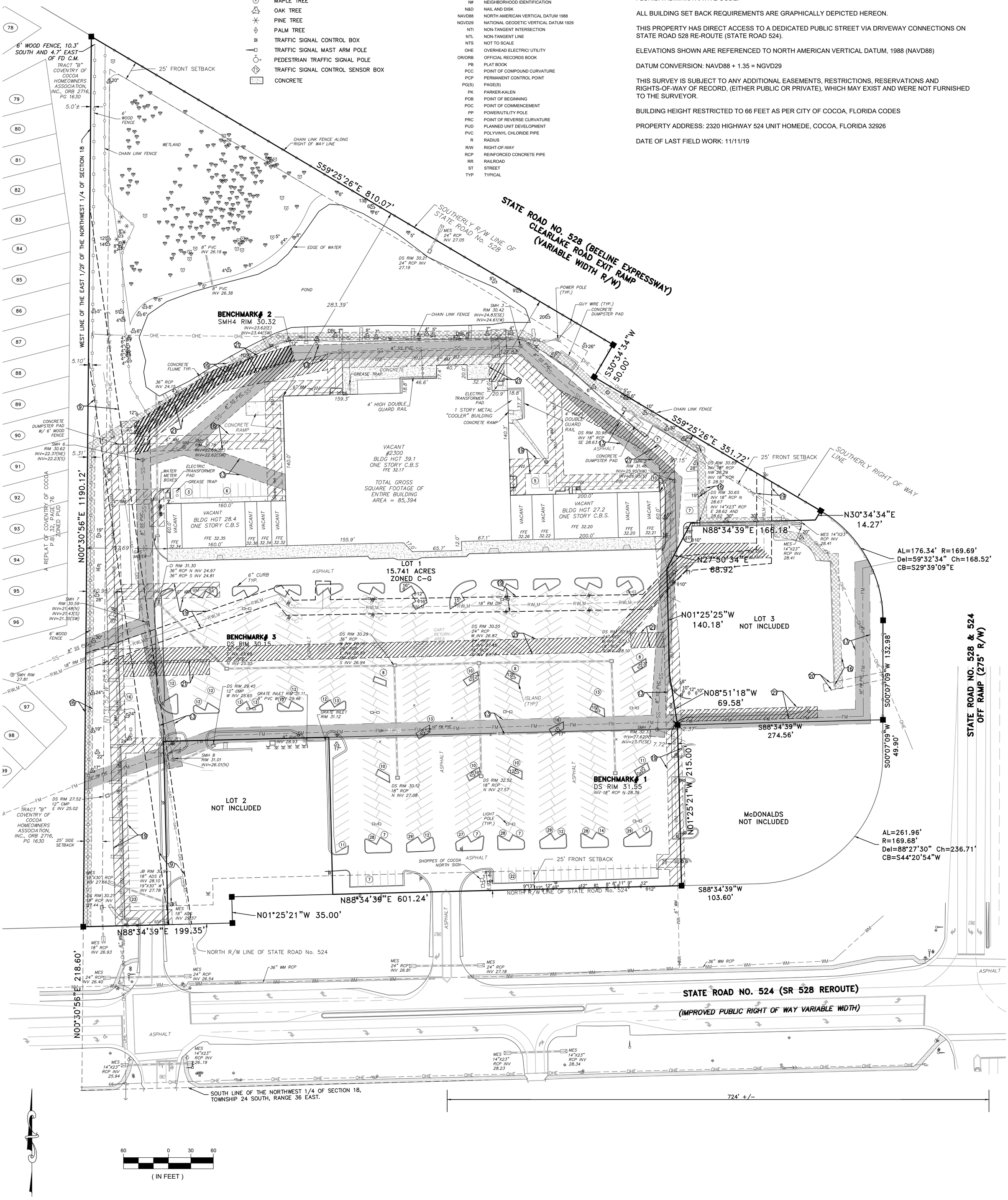
DATUM CONVERSION: NAVD88 + 1.35 = NGVD29

THIS SURVEY IS SUBJECT TO ANY ADDITIONAL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD, (EITHER PUBLIC OR PRIVATE), WHICH MAY EXIST AND WERE NOT FURNISHED TO THE SURVEYOR.

BUILDING HEIGHT RESTRICTED TO 66 FEET AS PER CITY OF COCOA, FLORIDA CODES

PROPERTY ADDRESS: 2320 HIGHWAY 524 UNIT HOMEDE, COCOA, FLORIDA 32926

DATE OF LAST FIELD WORK: 11/11/19



FIELD BOOK: COCOA BK 2	
PAGE(S): 48-49	
7	
6	
5	
4	
3	
2	
1	
DESIGN/DRAWN: LEH/IT	**DATE:** 08/26/2020

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

LOT 1, HOME DEPOT COCOA

TREE SURVEY

SCOTT M. GLAUBITZ
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NUMBER 4151

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

PROJECT NO. 11545

DRAWING NO. 11545_100_009

SHEET 1 of 1

H:\Projects Folder\11545\Drawings\11545_100\11545_100_009.dwg August 26, 2020 10:42:53 AM lh

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

CIRRUS MIXED-USE DEVELOPMENT AGREEMENT

THIS CIRRUS MIXED-USE DEVELOPMENT AGREEMENT ("Agreement") is made and executed this _____ day of _____, 2021, by and between the **CITY OF COCOA**, a Florida municipal corporation (the "City"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **COCOA RETAIL, LLC,** a North Carolina limited liability company authorized to do business in the State of Florida (the "Developer"), whose address is 1111 Metropolitan Avenue, Suite 700, Charlotte, NC 28236. For purposes of this Agreement, the City and Developer may be referred to as "Parties," and individually each a "Party."

WITNESSETH:

WHEREAS, Developer is the owner of approximately 15.74 acres, more or less, of certain real property located north of SR 524 and west of Industry Road, in Cocoa, Brevard County, Florida, and legally depicted and described on **Exhibit A**, attached hereto and incorporated herein (the Property"); and

WHEREAS, an existing building of approximately ± 85,000 square feet and related parking lot are located on the Property and which building has remained vacant for approximately fifteen (15) years; and

WHEREAS, the Developer desires that the Property be redeveloped into a mixed-use Planned Unit Development (PUD) and has requested approval of PUD zoning and a final development plan for the Property (the "Mixed-Use PUD"), along with a preliminary plat to subdivide the Property into a parcel consisting of approximately 13.40 acres

intended for multi-family use (the "Multi-Family Parcel") and a parcel consisting of approximately 2.25 acres fronting SR 524 intended for future commercial use (the "Commercial Parcel"); and

WHEREAS, the City has determined the Property is an appropriate location for a quality infill development; and

WHEREAS, the Developer desires to redevelop and construct a first-class, luxury apartment complex containing approximately 280 multi-family units, swimming pool, dog park, parking and related facilities to be known as "The Cirrus Apartments" and a commercial development on the Commercial Parcel (collectively be referred to as the "Project"). The Parties have entered into this Agreement for the purpose of specifying the terms and conditions pursuant to which the Developer shall generally administer all aspects of the development of the Project; and

WHEREAS, the Developer desires to redevelop the Property in phases and that the final development plan indicates that the multi-family portion of the Mixed-Use PUD be designated 'Phase 1" and the commercial portion be designated as "Phase 2;" and

WHEREAS, the City Council and Developer desire to enter into this Agreement to allow for the future redevelopment of the Property pursuant to the terms and conditions stated herein including as required by the Mixed-Use PUD and the City Code; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1.0 **Recitals.** The foregoing Recitals are true and correct and are hereby incorporated herein by this reference.

2.0 **Authority.** This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and Section 15-21 of the City Code.

3.0 **Project Description and Requirements.** Developer shall, at its expense, design, permit and construct a mixed-use development on the Property as follows:

(a) Phase 1 of the Property of the Mixed Use PUD shall consist of a multi-family apartment complex on the "Multi-Family Parcel" with amenities, and Phase 2 on the "Commercial Parcel" shall consist of a commercial development as more fully set forth on the approved final development plan, prepared by B.S.E. Consultants, Inc., Project Number 11545, dated_____, 2021, and approved by the City on _____,

2021, a complete copy of which is maintained on file by the City at City Hall (the "Final Development Plans"). However, Sheet #____of ____ of the Final Development Plans, which depicts the Overall Site Plan, is attached hereto and incorporated herein as **Exhibit B** for purposes of conveniently illustrating the Project. The multi-family portion of the Mixed-Use PUD, including all supporting parking, infrastructure, and traffic facilities shall be constructed in Phase 1 of the Project. In addition, all shared infrastructure between Phases 1 and 2, including, but not limited to, potable water, sanitary sewer, and reclaimed water service, shared stormwater facilities and shared access entrances and drives, as more fully set for in the Final Development Plans, shall be completed in Phase 1 of the Project.

(b) The Developer shall redevelop the "Commercial Parcel" as Phase 2 of the Project consistent with the City Code and the terms and conditions as otherwise set forth in this Agreement.

(c) The Developer shall be responsible for securing, at Developer's expense, all utility services necessary and required to support the Project, and to the extent that any existing utilities on the Property must be relocated, the Developer shall likewise be responsible for such relocation. The Developer shall also provide any necessary utility easements required by the utility provider to provide service to the Property.

(d) The following City Code waivers are approved by the City:

1. For Phase 1 of the Project, trees to be newly planted as identified on the approved Landscape Plan that are not required as replacement trees pursuant to Article XIII, Section 22 of the City Code shall be a minimum 2.5" d.b.h at planting.

2. For Phase 1 of the Project, a reduction of thirteen (13) parking spaces shall be permitted from the total required number of parking spaces to allow for the addition of a sidewalk connection along the southwest access aisle.

4.0 Development Schedule and Future Permitting. Phase 1 of the Project on the Multi-Family Parcel shall be developed in accordance with the approved Final Development Plans and the Development Schedule included in this Section. In addition, the Developer shall have the obligation to further submit and obtain the City's approval of an Amended Final Development Plan(s), for Phase 2 on the Commercial Parcel of the Mixed-Use PUD consistent with the requirements of this Agreement and in compliance

with the City Code, and in accordance with the Development Schedule included in this Section. The Phase 1 improvements of the Multi-Family Parcel shall be completed within forty-eight (48) months from the Effective Date of this Agreement. In the event Developer fails to complete construction of the Phase 1 Improvements as required by this Section, and Developer has not obtained building permits for the construction of Phase 2, the City shall have the right, but not obligation, to terminate this Agreement after providing Developer written notice of default and an opportunity to cure pursuant to Section 22 of this Agreement.

The Phase 2 Commercial Parcel shall be developed in one (1) or two (2) parcels, concurrently or independently. In either event, within forty-eight (48) months from the Effective Date of this Agreement, Developer and the City shall process for the City's consideration and approval an amendment to the Final Development Plans for the remaining Phase 2 stage of the Project, pursuant to Appendix A, Zoning Article XI, Section 17(j), and this Agreement, as required by Section 5 of this Agreement. If the Developer and City are not able to timely complete the Phase 2 amendment to this Agreement and Final Development Plans prior to the completion of the Phase 1 improvements, the City Manager, upon written request by the Developer, is authorized to grant for good cause a one (1) year extension to complete the Phase 2 amendment required by this Agreement. Any additional time extensions requested by the Developer, in writing, shall require the approval of the City Council. Upon approval and execution of the Phase 2 amendment to this Agreement by the Parties, and the City's approval of the amendment to the Development Plans for the Commercial Parcel, Developer shall promptly obtain building permits and complete construction of the Project on the Commercial Parcel.

The Developer shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, building and environmental permit approvals which are required in order to permit the Project in compliance with local, state, and federal law. The Developer shall be responsible for all recording fees associated with this Agreement. Nothing contained herein shall be construed or interpreted as requiring the City Council to approve any future amendment to the Final Development Plan. The City Council will consider and act upon said application at appropriate public hearings pursuant to the requirements of law. If any amendment to the Final Development Plan(s) is denied by the City Council, Developer acknowledges that a modification to this Agreement may be required and a new Amendment to the Final Development Plan application may be presented to the City Council.

5.0 **Phase 2 - Common Space Requirements and PUD Code.** Developer shall be required to submit for City approval a future Amendment to the Final Development Plans for the Phase 2 commercial portion of the Mixed-Use PUD to provide detailed engineering and plans depicting the common space amenities, schematic drawings of the elevation and architectural construction of the commercial structures, proposed drive aisles and parking, landscape design, development schedule, and all other necessary elements required pursuant to Appendix A, Zoning, Article XI, Section 17 of the City Code for a Planned Unit Development. The open space approved by the City on the the Final Development Plans for Phase 1 shall be deemed sufficient by the City to satisfy the minimum common public space requirements in the commercial portion of the Mixed-Use PUD. No additional common public space will be required for the commercial portion of the Mixed-Use PUD.

6.0 **Uses Permitted.** The uses allowed on Phase I of the Property shall be limited to Multi-Family residential. The uses allowed on Phase II of the Property shall be commercial as expressly set forth as follows:

1. Retail stores, sales and display rooms (except automotive) and similar uses, including places such as bakeries in which goods are produced and sold at retail upon the premises;
2. Liquor stores (retail);
3. Personal service establishments such as beauty and barbershops, laundry and dry cleaning pickup stations, tailor shops and similar uses;
4. Professional offices;
5. Medical and dental clinics and laboratories;
6. Animal clinics and veterinary services;
7. Financial institutions;
8. Business service establishments such as secretarial services, drafting, reproduction services;
9. Restaurants, with or without drive-thru facilities, provided that a restaurant located within 100 feet of adjacent residentially zoned property shall be subject to the following:

Outdoor entertainment shall be prohibited;

The restaurant shall be required to close no later than 12:00 PM on Sunday through Thursday and no later than 2:00 AM on Friday and Saturday;

10. Hotels and motels;
11. Community or cultural centers, art galleries, museums and libraries; and
12. Any other commercial uses compatible with this list of commercial uses and the Phase 1 Multi-Family Project that are requested by the Developer, in writing,

and reviewed and approved by the City Council as an amendment to this Agreement.

7.0 Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the Parties hereto. Upon the recording of this Agreement in the Public Records of Brevard County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

8.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same upon being duly recorded against the Property by the City.

9.0 Applicable Law; Venue; Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida or, for federal court actions, in Orlando, Florida. The Parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no Party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the Parties.

10.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both Parties hereto (or their successors or assigns) and approved by the City Council.

11.0 Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

12.0 Severability. If any provision of this Agreement shall beheld to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

13.0 Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both Parties hereto.

14.0 Recordation. Upon full execution by the Parties, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City and shall be binding on the Property and all owners thereof.

15.0 Relationship of the Parties. The relationship of the Parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. 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.

16.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in 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. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than 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 the sum of three hundred thousand dollars ($300,000.00).

17.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

18.0 Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

19.0 Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

20.0 Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, each Party shall be responsible for their own attorney's fees and costs.

21.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement.

22.0 Default. Failure by either Party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting Party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement or an action for specific performance and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting Party shall first provide the defaulting Party with written notice of said default. Upon receipt of said notice, the defaulting Party shall have thirty (30) days, or other reasonable time period not to exceed one hundred twenty (120) consecutive days in the event the thirty (30) day time period is not a sufficient time to cure said default to the reasonable satisfaction of the non-defaulting Party prior to filing said action.

23.0 Termination. In addition to those circumstances allowing termination as already provided herein, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting Party as set forth in Section 22.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

24.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its elected officials, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter. This indemnification shall survive the termination of this Agreement for a period of five (5) years. In the event that the Property is subdivided and the Multi-Family Parcel and Commercial Parcel become under different ownership, this Section 24.0 shall be applied to each parcel separately whereby the owner of each parcel shall be responsible for the aforementioned indemnify, release and hold harmless of the City and its elected officials, employees and attorneys for any design, permitting, construction, operation and maintenance activities occurring on their respective parcel only and not the parcel of the other owner.

25.0 Force Majeure. The Parties agree that in the event that the failure by either Party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such Party, including, but not limited to, acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such Party, or severe adverse weather conditions ("Uncontrollable Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such Party was unable to perform solely due to the Uncontrollable Event. The extended time period shall be agreed to in writing by the Parties and said agreement shall not be unreasonably withheld by either Party.

26.0 Notice. Whenever either Party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and regular U.S. mail and shall be sent to:

For the City:	**with copies to:**
City of Cocoa	City Attorney of Cocoa

City Manager
Stockton Whitten
65 Stone Street
Cocoa, FL 32922

Anthony Garganese, Esq.
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Ave., Suite 2000
Orlando, Florida 32802

For Developer:
Cocoa Retail, LLC
Bob Sterns
1825 Riverview Driver
Melbourne, FL 32901

with copies to:
Christopher N. Challis
c/o Sooner Investment Group, Inc.
2301 W. 1-44 Service Road, Suite 100
Oklahoma City, OK 73112

Either Party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other Party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

27.0 Assignment. The Developer shall not assign this Agreement prior to the recordation required by Section 14 of this Agreement. Upon recordation, the commitments and obligations set forth hereunder shall run with the land and shall be fully binding on the Property and all owners thereof.

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

[Signature Pages Follow]

Signed, sealed and delivered in the presence of the following witnesses:

City of Cocoa

By: _____
Michael C. Blake, Mayor

_____
Signature of Witness

Date: _____

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

APPROVED AS TO FORM

ATTEST:

By: _____
Carie Shealy, City Clerk

By: _____
Anthony A. Garganese, City Attorney

CITY SEAL

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2021, by Michael C. Blake, the Mayor of the City of Cocoa, on behalf of the City, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____

(Notary Public Signature)

_____

(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Signed, sealed and delivered in the presence of the following witnesses:

COCOA RETAIL, LLC

_____

_____
Signature of Witness

Date: _____

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (__) physical presence or (___) online notarization, this _____ day of _____, 2021, by _____, the _____ of Cocoa Retail, LLC**,** a North Carolina limited liability company. He is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

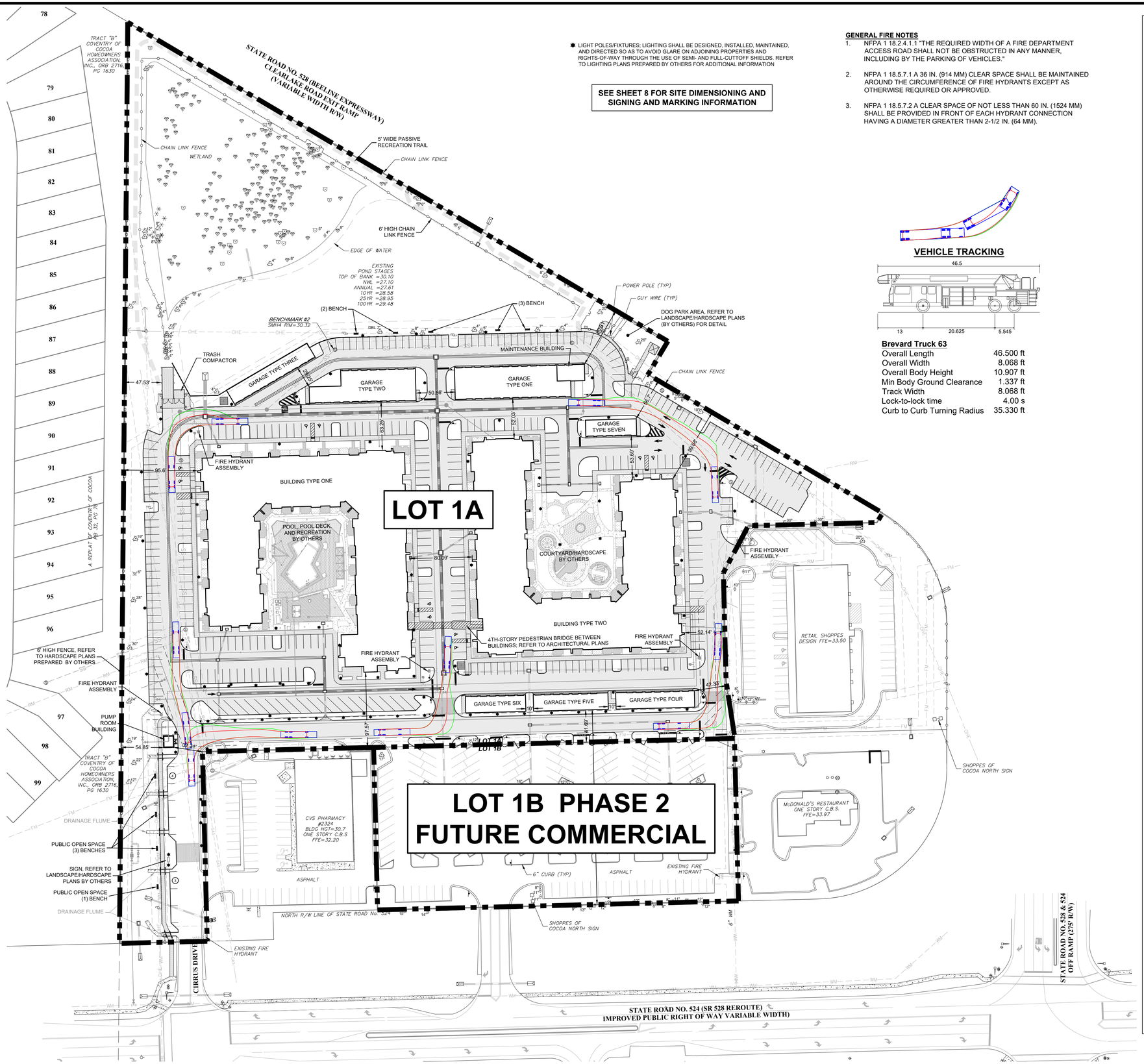
_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

DEVELOPER IS HEREBY ADVISED THAT SHOULD DEVELOPER FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN THIRTY (30) DAYS FROM THE DATE THAT THE CITY COUNCIL APPROVES THIS AGREEMENT,

THIS AGREEMENT, AND THE DEVELOPMENT PERMIT APPROVALS REFERENCED HEREUNDER, SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
OVERALL SITE PLAN



* LIGHT POLES/FIXTURES; LIGHTING SHALL BE DESIGNED, INSTALLED, MAINTAINED, AND DIRECTED SO AS TO AVOID GLARE ON ADJOINING PROPERTIES AND RIGHTS-OF-WAY THROUGH THE USE OF SEMI- AND FULL-CUTTOFF SHIELDS. REFER TO LIGHTING PLANS PREPARED BY OTHERS FOR ADDITIONAL INFORMATION

SEE SHEET 8 FOR SITE DIMENSIONING AND SIGNING AND MARKING INFORMATION

GENERAL FIRE NOTES

1. NFPA 1 18.2.4.1.1 "THE REQUIRED WIDTH OF A FIRE DEPARTMENT ACCESS ROAD SHALL NOT BE OBSTRUCTED IN ANY MANNER, INCLUDING BY THE PARKING OF VEHICLES."
2. NFPA 1 18.5.7.1 A 36 IN. (914 MM) CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS EXCEPT AS OTHERWISE REQUIRED OR APPROVED.
3. NFPA 1 18.5.7.2 A CLEAR SPACE OF NOT LESS THAN 60 IN. (1524 MM) SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION HAVING A DIAMETER GREATER THAN 2-1/2 IN. (64 MM).

VEHICLE TRACKING

Brevard Truck 63	
Overall Length	46.500 ft
Overall Width	8.068 ft
Overall Body Height	10.907 ft
Min Body Ground Clearance	1.337 ft
Track Width	8.068 ft
Lock-to-lock time	4.00 s
Curb to Curb Turning Radius	35.330 ft

ZONING
EXISTING ZONING = GENERAL COMMERCIAL (C-G)
PROPOSED ZONING = MIXED-USE PUD
FUTURE LAND USE = COMMERCIAL

UTILITIES
ALL PROPOSED UTILITIES SHALL BE UNDERGROUND INSTALLATION.

SANITARY SEWER EASEMENTS SHALL BE CENTERED OVER THEIR FINAL AS-BUILT LOCATION.

OVERALL SITE AREA = ±15.74 ACRES
MULTI-FAMILY PARCEL (LOT 1A) = ±13.49 ACRES
COMMERCIAL PARCEL (LOT 1B) = ± 2.25 ACRES
EXISTING STORMWATER LAKE = ± 1.21 ACRES
EXISTING WETLAND/SURROUNDING AREA = ±1.6 ACRES

GROSS SITE AREA = OVERALL SITE AREA (±15.74 AC) - PRESERVATION AREAS (±1.6 AC) = ±14.14 ACRES

BUILDINGS
BUILDING HEIGHTS:
BUILDING TYPES ONE AND TWO TOP RIDGE OF BUILDING ROOF NOT TO EXCEED 57 FEET
GARAGES = 13 FEET MAXIMUM

PROPOSED # OF MULTI-FAMILY UNITS = 280 TOTAL

BUILDING TYPE 1 (WEST) 4 STORIES
1ST FLOOR = 44,408 SQ FT
2ND FLOOR = 44,439 SQ FT
3RD FLOOR = 44,667 SQ FT
4TH FLOOR = 44,853 SQ FT
TOTAL = 178,367 SQ FT

FLOOR AREA RATIO = (178,367 / 685,685) = 26.0%

BUILDING TYPE 2 (EAST) 4 STORIES
1ST FLOOR = 43,728 SQ FT
2ND FLOOR = 44,444 SQ FT
3RD FLOOR = 44,696 SQ FT
4TH FLOOR = 44,959 SQ FT
TOTAL = 177,827 SQ FT

FLOOR AREA RATIO = (177,827 / 685,685) = 25.9%

GARAGE TYPE ONE = 6,585 SQ FT
GARAGE TYPE TWO = 4,860 SQ FT
GARAGE TYPE THREE = 2,560 SQ FT
GARAGE TYPE FOUR = 2,125 SQ FT
GARAGE TYPE FIVE = 2,015 SQ FT
GARAGE TYPE SIX = 1,625 SQ FT
GARAGE TYPE SEVEN = 1,396 SQ FT
TOTAL = 21,166 SQ FT

PUMP ROOM = 202 SQ FT
TRASH COMPACTOR = 1,154 SQ FT
POOL PAVILION = 2,801 SQ FT
TOTAL = 4,157 SQ FT

LOT 1A IMPERVIOUS AREA

BUILDINGS	= 113,459 SQ FT	2.60 ACRES	19.30%
SIDEWALK/CONCRETE	= 24,245 SQ FT	0.55 ACRES	4.12%
PAVEMENT	= 179,568 SQ FT	4.12 ACRES	30.56%
TOTAL	= 317,272 SQ FT	7.28 ACRES	53.98%

LOT 1A PERVIOUS AREA

GREEN SPACE	= 147,735 SQ FT	3.39 ACRES	25.13%
EXISTING POND	= 53,069 SQ FT	1.21 ACRES	9.03%
EXISTING WETLAND/ SURROUNDING AREA	= 69,701 SQ FT	1.60 ACRES	11.86%
TOTAL	= 270,505 SQ FT	6.21 ACRES	46.02%
LOT 1A TOTAL AREA	= 587,777 SQ FT	13.49 ACRES	100.00%

LOT 1B IMPERVIOUS AREA

CURB/CONCRETE	= 975 SQ FT	0.02 ACRES	0.89%
PAVEMENT	= 84,827 SQ FT	1.95 ACRES	86.67%
TOTAL	= 85,802 SQ FT	1.97 ACRES	87.56%

LOT 1B PERVIOUS AREA

GREEN SPACE	= 12,106 SQ FT	0.28 ACRES	12.44%
LOT 1B TOTAL AREA	= 97,908 SQ FT	2.25 ACRES	100.00%

OPEN SPACE REQUIREMENTS
15% RECREATION SPACE REQUIRED = 2.12 ACRES (14.14 ACRES x15%)
RECREATION SPACE PROVIDED

BUILDING 1		
CLUBHOUSE	= 11,800 SQ FT	= 0.27 ACRES
POOL COURTYARD	= 16,840 SQ FT	= 0.39 ACRES
BUILDING 2		
ROOFTOP LOUNGE/DECK	= 1,651 SQ FT	= 0.04 ACRES
COURTYARD	= 15,463 SQ FT	= 0.35 ACRES
DOG PARK	= 4,800 SQ FT	= 0.11 ACRES
PASSIVE RECREATION TRAIL (5' WIDE)	= 39,525 SQ FT	= 0.91 ACRES
PASSIVE STORMWATER POND AREA	= 5,900 SQ FT	= 0.14 ACRES

TOTAL RECREATION SPACE PROVIDED = 2.2 ACRES > REQUIRED 2.12 ACRES

PARKING
TYPICAL STANDARD PARKING STALL PROVIDED SHALL HAVE A RECTANGULAR AREA A MINIMUM OF 9.5 FEET IN WIDTH AND 18 FEET IN LENGTH.

COMPACT PARKING SPACES ARE PROVIDED AND SHALL HAVE A RECTANGULAR AREA A MINIMUM OF 8.5 FEET IN WIDTH AND 16 FEET IN LENGTH.

THE WIDTH OF PARKING SPACES FOR DISABLED PERSONS SHALL BE IN ACCORDANCE WITH STATE AND FEDERAL REQUIREMENTS.

REQUIRED PARKING

TYPE	# OF UNITS		
EFFICIENCY	20	1 SPACE/UNIT	= 20 SPACES
1 BEDROOM	133	1.5 SPACE/UNIT	= 200 SPACES
2 OR MORE BEDROOM	127	2 SPACE/UNIT	= 254 SPACES
TOTAL	280		= 474 SPACES

PROVIDED PARKING

9'x22' PARALLEL PARKING	=	7
9.5'x18' STANDARD PARKING	=	230
12'x18' HANDICAP PARKING	=	10
8.5'x16' COMPACT PARKING	=	112 (25.5%)
GARAGE UNITS	=	79
TOTAL PARKING PROVIDED	=	438 SPACES
		1.56 SPACES PER UNIT

MINIMUM REQUIRED NUMBER OF HANDICAP STALLS = 9 STALLS
10 PROVIDED HANDICAP STALLS

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

60 0 30 60
(IN FEET)
VERTICAL DATUM: NAVD88

1	
2	
3	
4	
5	
6	
7	
8 CITY COMMENTS	01/25/21
9 CITY COMMENTS	10/30/20
DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE
CIRRUS

SHEET TITLE
OVERALL SITE PLAN

PROJECT NO.
11545

DRAWING NO.
11545_400_007

SHEET
7 of 19

H:\Projects Folder\11545\Drawings\11545_400\11545_400_007.dwg February 18, 2021 1:55:24 PM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

akerman

Marilyn Mullen Healy

Akerman LLP
401 E. Jackson Street
Suite 1700
Tampa, FL 33602-5250

D: 813 209 5025

F: 813 223 2837
DirF: 813 218 5429

February 2, 2021

The City of Cocoa
Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Re: Cirrus Apartments - Commercial – Final PUD Application/Development Agreement Application/Preliminary Plat Application

Dear Sir or Madam:

You have requested an updated opinion of title with respect to the above referenced proposed project application. The undersigned is a licensed member of the Florida Bar (Fl Bar No.: 984086) We have examined the title to the real property, which is described on the Property Information Report, attached hereto and by this reference incorporated herein (the "Property").

The title to the Property has been searched and reviewed though and is effective as of January 26, 2021 at 8:00 a.m. Based on such search and review, it is our opinion that the title to the fee simple ownership in the Property is vested in Cocoa Retail, LLC, a North Carolina limited liability company. The title of Cocoa Retail, LLC is subject to the following matters:

a. Easement in favor of Florida Gas Transmission Company as referenced in Final Judgment recorded in Official Records Book 599, Page 315.

b. Terms, covenants, conditions, easements, restrictions and other provisions set forth in Declaration of Restrictions and Grant of Easements by Interchange Associates, Inc., a Delaware corporation, recorded in Official Records Book 3299, Page 3156.

c. Short Form Lease by and between Interchange Associates, Inc., a Delaware corporation, landlord, and Winn-Dixie Stores, Inc., Tenant, recorded in Official Records Book 3299, Page 3164 and the terms, covenants, conditions, easements, restrictions and other provisions contained therein.

d. A twenty (20) foot wide reuse main and ingress/egress easement in favor of the City of Cocoa set forth in Reuse Main and Water Line & Ingress/Egress Easement recorded in Official Records Book 3372, Page 4481. NOTE: The twenty (20) foot wide water line and

ingress/egress easement which was also granted in said instrument was vacated by Resolution No. 2005-65 recorded in Official Records Book 5510, Page 2725.

e. Twenty (20) foot wide easement for sanitary sewer force main and a twenty (20) foot wide easement for sanitary sewer line in favor of the City of Cocoa set forth in Force Main and Sewer Line & Ingress/Easement recorded in Official Records Book 3372, Page 4486. NOTE: A portion of said easement(s) was/were vacated by Resolution No. 2005-100 recorded in Official Records Book 5557, Page 4594.

f. Bill of Sale (sewer lines, water mains and appurtenances) from Interchange Associates, Inc. to the City of Cocoa recorded in Official Records Book 3372, Page 4491.

g. Bill of Sale (water lines, water mains and appurtenances) from Interchange Associates, Inc. to the City of Cocoa recorded in Official Records Book 3372, Page 4495.

h. Right of Way Easement from Interchange Associates, Inc. in favor of Southern Bell Telephone and Telegraph Company recorded in Official Records Book 3387, Page 3308.

i. Covenant set forth in Short Form Lease by and between Interchange Associates, Inc., landlord, and Eckerd Corporation, tenant, recorded in Official Records Book 3511, Page 710, as assigned, modified, supplemented and/or amended by the documents listed on Exhibit A of that certain instrument by and between CVS EGL 524 Cocoa FL, L.L.C., successor in interest to Eckerd Corporation, tenant, RDI Developers, LLC, successor in interest to Interchange Associates, Inc., landlord, et al, recorded in Official Records Book 5583, Page 8287.

j. Shopping Center Easement Agreement by and between Interchange Associates, Inc. and McDonald's Corporation recorded in Official Records Book 3516, Page 4332, as affected by Assignment of Maintenance Contribution by and between RDI Developers, LLC, a New York limited liability company (successor to Interchange Associates, Inc.), Assignor, and Home Depot U.S.A., Inc., a Delaware corporation, Assignee, recorded in Official Records Book 5859, Page 8901.

k. Water Line & Ingress/Egress Easement Agreement by and between Interchange Associates, Inc. and the City of Cocoa recorded in Official Records Book 5510, Page 1779.

l. Easement granted by RDI Developers to favor of Florida Power & Light Company recorded in Official Records Book 5830, Page 9265. (NOTE: There is no Exhibit A, as referred to in said instrument, recorded as part of said instrument.)

m. Restrictions, dedications, conditions, reservations, easements and other matters contained on the Plat of HOME DEPOT COCOA, as recorded in Plat Book 57, Pages 87 through 93, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law,

as affected by Scrivener's Error Affidavits recorded in Official Records Book 5870, page 4433 and Official Records Book 5873, page 5734.

n. Bill of Sale from RDI Developers, LLC, a New York limited liability company, to Home Depot U.S.A., Inc., a Delaware corporation, recorded in Official Records Book 5859, Page 8898.

o. Terms, conditions, restrictions, easements and other provisions contained in that certain Restrictive Covenants and Easement Agreement by and between RDI Developers, LLC, a New York limited liability company and Home Depot U.S.A., Inc. recorded in Official Records Book 5859, page 8905, as amended and modified by First Amendment to Restrictive Covenants and Easement Agreement by and between RDI Developers, LLC, a New York limited liability company and Home Depot U.S.A., Inc. recorded in Official Records Book 5868, Page 8944.

p. Restrictive covenant set forth in Special Warranty Deed from Home Depot U.S.A., Inc., a Delaware corporation to Cocoa Retail, LLC, a North Carolina limited liability company, recorded in Official Records Book 7783, Page 2688.

q. Lease dated September 28, 1993, as assigned, modified, supplemented or amended by Lease/Rent Commencement Notice dated July 5, 1994, Lease Amendment No. 1 dated July 12, 1994, Short Form Lease dated November 8, 1994, Lease Term Letter dated May 1, 2008, Lease Renewal dated August 23, 2013 and Lease Renewal dated October 4, 2018, all as disclosed by Subordination, No-Disturbance and Attornment Agreement dated December 18, 2020 by and between Holiday CVS, L.L.C., successor in interest to Eckerd Corporation, Tenant, Ameris Bank, Mortgagee, and RDI Developers, LLC, successor in interest to Interchange Associates, Inc., Landlord, and recorded December 21, 2020 in Official Records Book 8958, Page 2775.

Akerman LLP assumes no liability for the accuracy of the records maintained by the Clerk of the Circuit Court for Brevard County, Florida, or for any loss or damage incurred as a result of any error or omission in this opinion which is the direct and proximate result of any inaccuracy in the Public Records and its indices. This opinion is limited to the time interval through 8:00 a.m. on January 26, 2021. No liability is assumed for any matters relating to the title which are not reflected in the Public Records, or which were placed in the Public Records after 8:00 a.m. on January 26, 2021. This opinion is rendered exclusively to the City of Cocoa, Florida for its use in the process of approving the Final PUD Application of the Property. This opinion shall not be relied upon by any other person or entity whomsoever referred to I any prospectus, financial statement tor other document, used for any other purse whatsoever, or utilized as the basis for any subsequent title search or in any manner in connection with the issuance of an opinion of title or a policy of title insurance without the prior written consent of the undersigned.

Sincerely,

Marilyn Mullen Healy

SCHEDULE 1

Legal Description

LOT 1, HOME DEPOT COCOA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 87 THROUGH 93, INCLUSIVE, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

Property Information Report

First American Issuing Office: First American Title Insurance Company
8605 Largo Lakes Dr., Suite 100
Largo, FL 33773

Customer Reference Number: Framework
First American File Number: 2061-4486840A

Prepared For: Akerman, LLP
401 East Jackson Street, Suite 1700
Tampa FL 33602

Attn: Marilyn Mullen Healy
Partner

Legal Description: LOT 1, HOME DEPOT COCOA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 87 THROUGH 93, INCLUSIVE, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

1. ***Grantee(s) In Last Deed of Record:***

Cocoa Retail, LLC, a North Carolina limited liability company by virtue of Special Warranty Deed recorded in Official Records Book 7783, Page 2688.

2. ***Encumbrances/Matters Affecting Title:*** (Includes only mortgages, liens and claims of lien (if not specifically affecting other property only), judgments (certified only), federal tax liens, bankruptcy petitions, death certificates, court orders and decrees, divorce decrees, property settlement agreements, tax warrants, incompetency proceedings and probate proceedings which may affect the title to the property described above (attach an exhibit, if necessary)): NONE.

3. ***Additional Encumbrances Such As Easements, Restrictions, etc. Affecting Title:***

a. Easement in favor of Florida Gas Transmission Company as referenced in Final Judgment recorded in Official Records Book 599, Page 315.

b. Terms, covenants, conditions, easements, restrictions and other provisions set forth in Declaration of Restrictions and Grant of Easements by Interchange Associates, Inc., a Delaware corporation, recorded in Official Records Book 3299, Page 3156.

c. Short Form Lease by and between Interchange Associates, Inc., a Delaware corporation, landlord, and Winn-Dixie Stores, Inc., Tenant, recorded in Official Records Book 3299, Page 3164 and the terms, covenants, conditions, easements, restrictions and other provisions contained therein.

d. A twenty (20) foot wide reuse main and ingress/egress easement in favor of the City of Cocoa set forth in Reuse Main and Water Line & Ingress/Egress Easement recorded in Official Records Book 3372, Page 4481. NOTE: The twenty (20) foot wide water line and ingress/egress easement which was also granted in said instrument was vacated by Resolution No. 2005-65 recorded in Official Records Book 5510, Page 2725.

e. Twenty (20) foot wide easement for sanitary sewer force main and a twenty (20) foot wide easement for sanitary sewer line in favor of the City of Cocoa set forth in Force Main and Sewer Line &

Ingress/Easement recorded in Official Records Book 3372, Page 4486. NOTE: A portion of said easement(s) was/were vacated by Resolution No. 2005-100 recorded in Official Records Book 5557, Page 4594.

f. Bill of Sale (sewer lines, water mains and appurtenances) from Interchange Associates, Inc. to the City of Cocoa recorded in Official Records Book 3372, Page 4491.

g. Bill of Sale (water lines, water mains and appurtenances) from Interchange Associates, Inc. to the City of Cocoa recorded in Official Records Book 3372, Page 4495.

h. Right of Way Easement from Interchange Associates, Inc. in favor of Southern Bell Telephone and Telegraph Company recorded in Official Records Book 3387, Page 3308.

i. Covenant set forth in Short Form Lease by and between Interchange Associates, Inc., landlord, and Eckerd Corporation, tenant, recorded in Official Records Book 3511, Page 710, as assigned, modified, supplemented and/or amended by the documents listed on Exhibit A of that certain instrument by and between CVS EGL 524 Cocoa FL, L.L.C., successor in interest to Eckerd Corporation, tenant, RDI Developers, LLC, successor in interest to Interchange Associates, Inc., landlord, et al, recorded in Official Records Book 5583, Page 8287.

j. Shopping Center Easement Agreement by and between Interchange Associates, Inc. and McDonald's Corporation recorded in Official Records Book 3516, Page 4332, as affected by Assignment of Maintenance Contribution by and between RDI Developers, LLC, a New York limited liability company (successor to Interchange Associates, Inc.), Assignor, and Home Depot U.S.A., Inc., a Delaware corporation, Assignee, recorded in Official Records Book 5859, Page 8901.

k. Water Line & Ingress/Egress Easement Agreement by and between Interchange Associates, Inc. and the City of Cocoa recorded in Official Records Book 5510, Page 1779.

l. Easement granted by RDI Developers to favor of Florida Power & Light Company recorded in Official Records Book 5830, Page 9265. (NOTE: There is no Exhibit A, as referred to in said instrument, recorded as part of said instrument.)

m. Restrictions, dedications, conditions, reservations, easements and other matters contained on the Plat of HOME DEPOT COCOA, as recorded in Plat Book 57, Pages 87 through 93, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as affected by Scrivener's Error Affidavits recorded in Official Records Book 5870, page 4433 and Official Records Book 5873, page 5734.

n. Bill of Sale from RDI Developers, LLC, a New York limited liability company, to Home Depot U.S.A., Inc., a Delaware corporation, recorded in Official Records Book 5859, Page 8898.

o. Terms, conditions, restrictions, easements and other provisions contained in that certain Restrictive Covenants and Easement Agreement by and between RDI Developers, LLC, a New York limited liability company and Home Depot U.S.A., Inc. recorded in Official Records Book 5859, page 8905, as amended and modified by First Amendment to Restrictive Covenants and Easement Agreement by and between RDI Developers, LLC, a New York limited liability company and Home Depot U.S.A., Inc. recorded in Official Records Book 5868, Page 8944.

p. Restrictive covenant set forth in Special Warranty Deed from Home Depot U.S.A., Inc., a Delaware corporation to Cocoa Retail, LLC, a North Carolina limited liability company, recorded in Official Records Book 7783, Page 2688.

q. Lease dated September 28, 1993, as assigned, modified, supplemented or amended by Lease/Rent Commencement Notice dated July 5, 1994, Lease Amendment No. 1 dated July 12, 1994, Short Form Lease dated November 8, 1994, Lease Term Letter dated May 1, 2008, Lease Renewal dated August 23, 2013 and Lease Renewal dated October 4, 2018, all as disclosed by Subordination, No-Disturbance and Attornment Agreement dated December 18, 2020 by and between Holiday CVS, L.L.C., successor in interest to Eckerd Corporation, Tenant, Ameris Bank, Mortgagee, and RDI Developers, LLC, successor in interest to Interchange Associates, Inc., Landlord, and recorded December 21, 2020 in Official Records Book 8958, Page 2775.

NOTE: The following is for informational purposes only and is given without assurance or guarantee: Real Estate Taxes for the year 2020 were assessed under Tax Parcel Number 2461795 and are noted as paid.

Certificate

"This Report" is a search limited to the Official Records Books as defined in Sections 28.001(1) and 28.222, Florida Statutes, from January 1, 1990 to January 26, 2021 at 8:00 a.m. The foregoing Report accurately reflects matters recorded and indexed in the Official Records Books of Brevard County, Florida, affecting title to the property described therein. This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report as the recipients of the property information report.

First American Title Insurance Company



Michael Abbey, as SVP, Division Region Manager

Dated: February 2, 2021

Searched by Melinda Turner
(mturner@firstam.com)

CFN 2016252141, OR BK 7783 Page 2688, Recorded 12/22/2016 at 04:21 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $24500.00

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Debra M. Thompson, Esq.
Kutak Rock LLP
303 Peachtree Street, Suite 2750
Atlanta, GA 30308

Folio No. 24-36-18-27-00000.0-0001.00

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 22nd of December, 2016, by **HOME DEPOT U.S.A., INC.**, a Delaware corporation, whose address is 2455 Paces Ferry Road, C-20, Atlanta, Georgia 30339 ("Grantor"), in favor of **COCOA RETAIL, LLC**, a North Carolina limited liability company, whose address is 1825 Riverview Drive, Melbourne, FL 32901 ("Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all of that certain parcel of land lying and being in the City of Cocoa, Brevard County, Florida, as more particularly described on Exhibit A attached hereto (the "Property").

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS RELATIVE TO THE PROPERTY, AND SUCH PROPERTY IS SOLD "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS", AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND FROM GRANTOR, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, TENANTABILITY OR ENVIRONMENTAL CONDITION. SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH HEREIN. GRANTEE ACKNOWLEDGES BY ITS ACCEPTANCE OF THIS DEED THAT GRANTEE IS A SOPHISTICATED PURCHASER OF PROPERTIES SUCH AS THE PROPERTY AND THAT IT IS RELYING ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS AND GRANTEE SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTION OF THE PROPERTY. BY ITS ACCEPTANCE OF THIS DEED, GRANTEE SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED GRANTOR (AND GRANTOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES,

LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR (AND GRANTOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT ANY SUCH CLAIM, DEMAND, CAUSE OF ACTION, LOSS, DAMAGE, LIABILITY, COST OR EXPENSE ARISING OUT OF ANY BREACH BY GRANTOR OF ANY REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH HEREIN.

THE PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANT WHICH IS EXPRESSLY ASSENTED TO BY GRANTEE BY ITS ACCEPTANCE OF THIS DEED:

NO PORTION OF THE PROPERTY SHALL BE USED FOR THE OPERATION OF (I) A HOME IMPROVEMENT CENTER OR HARDWARE STORE, (II) A PAINT STORE CONTAINING MORE THAN 3,000 SQUARE FEET OF FLOOR AREA, OR (III) A FLOORING STORE; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THE FOREGOING RESTRICTIONS PROHIBIT THE OPERATION OF AN ACADEMY SPORTS + OUTDOORS OR HOBBY LOBBY.

THE AFORESAID COVENANT AND RESRICTIONS SHALL BE PERPETUAL TO THE EXTENT PERMITTED BY APPLICABLE LAW AND SHALL RUN WITH THE LAND AND BIND THE PROPERTY AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY GRANTOR, AND ITS SUCCESSORS OR ASSIGNS, BY ANY APPROPRIATE PROCEEDINGS AT LAW OR IN EQUITY TO PREVENT VIOLATIONS OF SUCH RESTRICTIONS OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.

TO HAVE AND TO HOLD the Property, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

AND GRANTOR HEREBY COVENANTS with Grantee that Grantor is lawfully seized of the Property in fee simple, that the Property is free and clear of all encumbrances except those described on Exhibit B, that Grantor has good, right and lawful authority to sell and convey the same, and that except for any claims arising from or with respect to the encumbrances described on Exhibit B, Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but not otherwise. By accepting this deed, Grantee is deemed to have assumed all of Grantor's obligations relating to the Property under the encumbrances described on Exhibit B.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

Signed, sealed, and delivered in the presence of:

Print Name: Ivelisse Guadalupe

Print Name: Barbara Turner

HOME DEPOT U.S.A., INC., a Delaware corporation

By: Suzanne Russo
Name: Suzanne Russo
Title: Senior Corporate Counsel

[CORPORATE SEAL]

HOME DEPOT U.S.A., INC. CORPORATE SEAL DELAWARE

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me on December 12, 2016, by Suzanne Russo, as Sr. Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation. Such person is personally known to me or has produced a valid driver's license as identification.

Tracy Allen
NOTARY PUBLIC
Name: Tracy Allen

My Commission expires: 7-6-18

TRACY ALLEN NOTARY PUBLIC CHEROKEE COUNTY GEORGIA EXPIRES JULY 6, 2018

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, of Home Depot Cocoa, according to the plat thereof recorded in Plat Book 57, Pages 87 through 93, public records of Brevard County, Florida.

EXHIBIT B

1. Taxes and assessments for the year 2017 and subsequent years not yet due and payable.

2. All easements, restrictions and encroachments of record or which would be ascertainable by an inspection or survey of the Property.

3. All existing zoning laws and ordinances.

OFFICIAL RECORDS 599 PAGE 315

CIRCUIT COURT MINUTES
BOOK 47 PAGE 539

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR BREVARD COUNTY, FLORIDA

AT LAW NO. 6186

FLORIDA GAS TRANSMISSION COMPANY,
a corporation,

Petitioner,

vs.

CANAVERAL GROVES, INC., et al.,

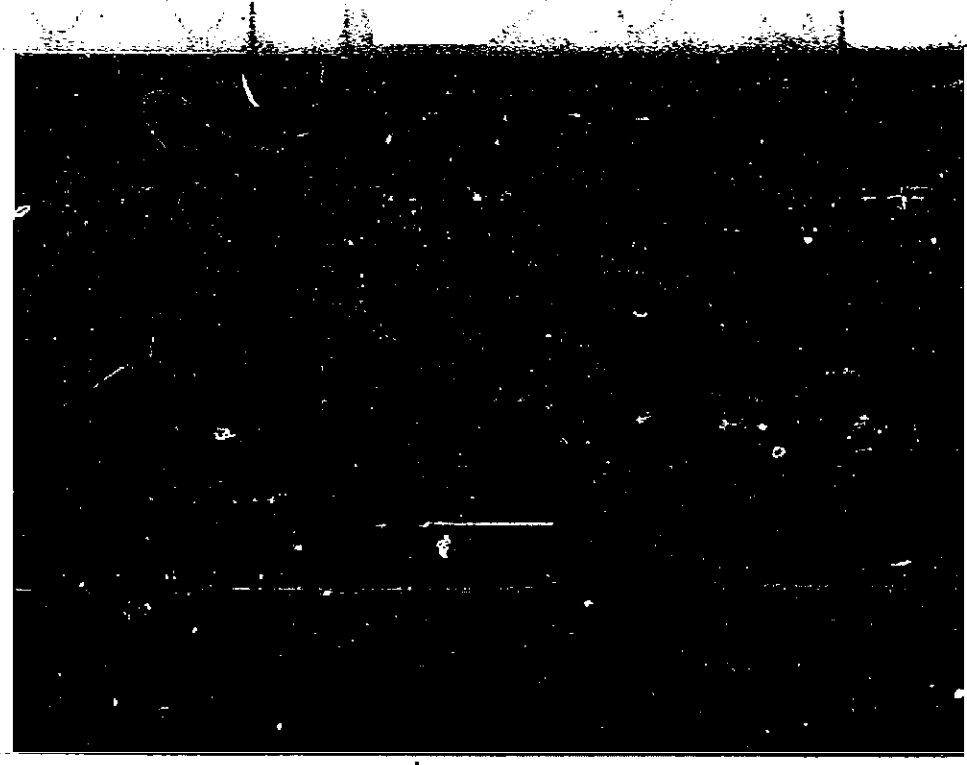
Defendants.

FINAL JUDGMENT

This cause coming on this day to be heard before me on the Stipulation entered into between counsel for the Petitioner and HARRY ZITREEN, Individually and as Trustee, and THELMA ZITREEN, his wife, defendant owners as to Parcel No. 4, in the above suit, and it appearing to the Court that there has been presented to the Court a Stipulation between said Petitioner and the defendants, and having agreed to the entry of a Final Judgment by this Court, thereby waiving trial by jury and the Court being fully advised in the premises, it is thereupon

ORDERED and ADJUDGED as follows:

1. That the present owners of Parcel No. 4, do have, receive and recover of and from the Petitioner the sum of TWENTY THOUSAND and NO/100 DOLLARS ($20,000.00), as full compensation for that portion of Parcel No. 4 sought to be appropriated by the Petitioner in this suit; and that said owners do have, receive and recover of and from the Petitioner the sum of ONE THOUSAND and NO/100 DOLLARS ($1,000.00) for appraisal and engineering costs, said sum to be made payable to TRUETT and WATKINS, attorneys for said defendants; and that the attorneys, TRUETT and WATKINS for said defendants shall receive the sum of TWO THOUSAND and NO/100



OFFICIAL RECORDS 599 PAGE 316

CIRCUIT COURT MINUTES
BOOK 47 PAGE 540

DOLLARS ($2,000.00), and it is further

ORDERED and ADJUDGED that the Clerk of this Court is hereby authorized and directed to pay the aforesaid sums in so far as the monies on deposit in the Registry of this Court may permit, and it is further

ORDERED and ADJUDGED that upon the Petitioner paying to the defendants the aforementioned amounts of money, an easement or right of way over, under, and upon certain lands is confirmed and vested in the Petitioner, subject to the conditions as set forth in the Petition as amended, said certain lands being more particularly described as follows:

CIRCUIT COURT MINUTES
BOOK 47 PAGE 541

PARCEL NO. 4 - HARRY ZITREEN, Individually (Thelma Zitreen - wife) and as Trustee -

A strip ... feet in width through the E 1/2 of the SW 1/4, and the NW 1/4, in Section ... Township 24 South, Range 36 East, Brevard County, Florida, LESS the parcel conveyed to State Road Department by Special Warranty Deed dated May 24, 1960, recorded in OR297, page 350, described as follows:

"That part of S 1/2 of NW 1/4 of Section 18, Township 24 South, Range 36 East, lying (a) North of and within 68 feet of a survey line described below, West of Station 341+00 of said survey line (b) North of and within 100 feet of said survey line East of said station and (c) South of and within 132 feet of said survey line, the same being described as follows:

Beginning at a point on the West line of Section 18, Township 24 South, Range 36 East, 123.63 feet South from the Northwest corner of the Southwest Quarter thereof; said point being on a curve of said survey line concave to the Southeast and having a radius of 5729.58 feet; thence from a tangent bearing of North 54 degrees 23 minutes 19 seconds East, run Easterly along said curve through a central angle of 20 degrees 29 minutes 13 seconds a distance of 2048.20 feet to said Station 341+00; thence continue along said curve through a central angle of 6 degrees 05 minutes 08 seconds a distance of 608.55 feet to the end of curve; thence run North 80 degrees 57 minutes 40 seconds East a distance of 2840.08 feet to a point on the East line of said Section 18, a distance of 1191.61 feet North from the Southeast corner of the Northeast Quarter thereof and the end of this description." Containing 12.32 acres, more or less.

FILED AND RECORDED BREVARD COUNTY, FLA. VERIFIED 356803 1963 APR 1 PM 1 26

CURTIS R. CARRIER CLERK CIRCUIT COURT

The centerline of said 30-foot easement is described as follows:

Commencing at a point on the North line of the NW 1/4 of Section 18, Township 24 South, Range 36 East, said point being 1077.1 feet Easterly from a concrete monument marking the Northwest corner of said NW 1/4 of Section 18; thence South 8 degrees, 58 minutes 30 seconds East a distance of 1984.2 feet, more or less, to a point of exit on the North right of way of the above described parcel conveyed to the State Road Department of Florida; thence continue along same bearing South 8 degrees 58 minutes 30 seconds East a distance of 205 feet, more or less, to a point of re-entry on the South right of way of said State Road; thence continue on same bearing South 8 degrees 58 minutes 30 seconds East a distance of 1132 feet to a point; thence South 13 degrees 31 minutes 30 seconds West a distance of 1266 feet, more or less, to a point of exit; on the West line of the E 1/2 of the SW 1/4 of Section 18, said easement containing 3.02 acres, more or less.

Grantee shall have, if needed, the temporary use of additional land lying within 30 feet Easterly of the above described easement during the period of construction only, containing 2.01 acres, more or less.

Being lands owned by Harry Zitreen, Individually (Thelma Zitreen - wife) and as Trustee, whose address is Morton Towers, Apartment #814, Miami Beach, Florida, and identified ... List No. 213-BRSV-41.

ORDERED in Chambers at Titusville, Brevard County, ... day of April, A. D. 1963.

FILED APR 10 1963
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA IN THE BOOK AND PAGE NOTED ABOVE.
CURTIS R. CARRIER, CLERK CIRCUIT COURT
BY V.S. Spracher
DEPUTY CLERK

STATE OF FLORIDA
COUNTY OF BREVARD
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE IN MY OFFICE.
WITNESS MY HAND AND OFFICIAL SEAL THIS ... DAY OF ... 1963
CURTIS R. CARRIER
CLERK CIRCUIT COURT
BY ... D.C.

CFN 2016252141, OR BK 7783 Page 2688, Recorded 12/22/2016 at 04:21 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $24500.00

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Debra M. Thompson, Esq.
Kutak Rock LLP
303 Peachtree Street, Suite 2750
Atlanta, GA 30308

Folio No. 24-36-18-27-00000.0-0001.00

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 22nd of December, 2016, by **HOME DEPOT U.S.A., INC.**, a Delaware corporation, whose address is 2455 Paces Ferry Road, C-20, Atlanta, Georgia 30339 ("Grantor"), in favor of **COCOA RETAIL, LLC**, a North Carolina limited liability company, whose address is 1825 Riverview Drive, Melbourne, FL 32901 ("Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all of that certain parcel of land lying and being in the City of Cocoa, Brevard County, Florida, as more particularly described on Exhibit A attached hereto (the "Property").

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS RELATIVE TO THE PROPERTY, AND SUCH PROPERTY IS SOLD "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS", AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND FROM GRANTOR, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, TENANTABILITY OR ENVIRONMENTAL CONDITION. SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH HEREIN. GRANTEE ACKNOWLEDGES BY ITS ACCEPTANCE OF THIS DEED THAT GRANTEE IS A SOPHISTICATED PURCHASER OF PROPERTIES SUCH AS THE PROPERTY AND THAT IT IS RELYING ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS AND GRANTEE SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTION OF THE PROPERTY. BY ITS ACCEPTANCE OF THIS DEED, GRANTEE SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED GRANTOR (AND GRANTOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES,

LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR (AND GRANTOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT ANY SUCH CLAIM, DEMAND, CAUSE OF ACTION, LOSS, DAMAGE, LIABILITY, COST OR EXPENSE ARISING OUT OF ANY BREACH BY GRANTOR OF ANY REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH HEREIN.

THE PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANT WHICH IS EXPRESSLY ASSENTED TO BY GRANTEE BY ITS ACCEPTANCE OF THIS DEED:

NO PORTION OF THE PROPERTY SHALL BE USED FOR THE OPERATION OF (I) A HOME IMPROVEMENT CENTER OR HARDWARE STORE, (II) A PAINT STORE CONTAINING MORE THAN 3,000 SQUARE FEET OF FLOOR AREA, OR (III) A FLOORING STORE; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THE FOREGOING RESTRICTIONS PROHIBIT THE OPERATION OF AN ACADEMY SPORTS + OUTDOORS OR HOBBY LOBBY.

THE AFORESAID COVENANT AND RESRICTIONS SHALL BE PERPETUAL TO THE EXTENT PERMITTED BY APPLICABLE LAW AND SHALL RUN WITH THE LAND AND BIND THE PROPERTY AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY GRANTOR, AND ITS SUCCESSORS OR ASSIGNS, BY ANY APPROPRIATE PROCEEDINGS AT LAW OR IN EQUITY TO PREVENT VIOLATIONS OF SUCH RESTRICTIONS OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.

TO HAVE AND TO HOLD the Property, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

AND GRANTOR HEREBY COVENANTS with Grantee that Grantor is lawfully seized of the Property in fee simple, that the Property is free and clear of all encumbrances except those described on Exhibit B, that Grantor has good, right and lawful authority to sell and convey the same, and that except for any claims arising from or with respect to the encumbrances described on Exhibit B, Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but not otherwise. By accepting this deed, Grantee is deemed to have assumed all of Grantor's obligations relating to the Property under the encumbrances described on Exhibit B.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

Signed, sealed, and delivered in the presence of:

Print Name: Ivelisse Guadalupe

Print Name: Barbara Turner

HOME DEPOT U.S.A., INC., a Delaware corporation

By: Suzanne Russo
Name: Suzanne Russo
Title: Senior Corporate Counsel

[CORPORATE SEAL]

HOME DEPOT U.S.A., INC. CORPORATE SEAL DELAWARE

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me on December 12, 2016, by Suzanne Russo, as Sr. Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation. Such person is personally known to me or has produced a valid driver's license as identification.

Tracy Allen
NOTARY PUBLIC
Name: Tracy Allen

My Commission expires: 7-6-18

TRACY ALLEN NOTARY PUBLIC CHEROKEE COUNTY GEORGIA EXPIRES JULY 6, 2018

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, of Home Depot Cocoa, according to the plat thereof recorded in Plat Book 57, Pages 87 through 93, public records of Brevard County, Florida.

EXHIBIT B

1. Taxes and assessments for the year 2017 and subsequent years not yet due and payable.

2. All easements, restrictions and encroachments of record or which would be ascertainable by an inspection or survey of the Property.

3. All existing zoning laws and ordinances.

Winn Dixie Stores, Inc
P.O. Box 585200
Orlando, Fl 32858

Recorded and Verified in and for Brevard County, FL
Pgs. 8 # Names 2
Trust Fund 3.50 Rec Fee 25.00
Stamp-Deed ____ Excise Tx ____
Stamp-Mtg ____ Int Tx ____
Service Chg ____ Refund 3.00

SHORT FORM LEASE

THIS SHORT FORM LEASE, made this 10th day of May, 1993, between INTERCHANGE ASSOCIATES, INC., a Delaware corporation qualified to transact business in the State of Florida (hereinafter called "Landlord") and WINN-DIXIE STORES, INC., (hereinafter called "Tenant"); which terms "Landlord" and "Tenant" shall include, wherever the context admits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties;

402358

WITNESSETH:

That the Landlord, in consideration of the covenants of the Tenant, leases and demises to the Tenant and the Tenant agrees to take and lease from the Landlord, for the term below specified, the following described premises:

That certain store building approximately 220 feet in width by 200 feet in depth, together with vestibule entry and exterior pad-mounted coolers and freezers , and the land on which the same shall stand (hereinafter collectively called "demised premises"), which store building and related improvements are to be constructed by Landlord according to plans and specifications to be approved by the parties and shall be in the location and of the dimensions as outlined in red on the plot plan attached as Exhibit "A" to a certain collateral lease agreement executed by the parties and of even date with this Short Form Lease.

93 JUN 21 PM 4:46

The demised premises are located in a shopping center development known as Shoppes of Cocoa North (hereinafter called "shopping center"), located at the northeasterly corner of the intersection of S.R. 524 and East Industry Road, Brevard County, Florida, the legal description of the shopping center being attached to this agreement as Exhibit "B" and by this reference made a part of this agreement as if set forth verbatim in this document.

FOR THE TENANT TO HAVE AND TO HOLD from the date when Tenant opens its demised store premises for the transaction of its business for an initial term of twenty (20) years.

It is further agreed that Tenant, at its option, shall be entitled to the privilege of five (5) successive extensions of the Lease, each extension to be for a period of five (5) years.

Landlord covenants and agrees that the Tenant shall have the exclusive right to operate a supermarket in the shopping center and any enlargement thereof. Landlord further covenants and agrees that it will not directly or indirectly

APPROVED AS TO FORM
Legal Dept.
Winn Dixie Stores, Inc.

Cocoa - 1/26/93

This instrument was prepared by
Ronald D. Peterson, Attorney-at-Law
whose address is 5050 Edgewood
Court, Jacksonville, Florida 32205

lease or rent any property located within the shopping center, or within 1000 feet of any exterior boundary thereof, for occupancy as a supermarket, grocery store, meat, fish or vegetable market, nor will the Landlord permit any tenant or occupant of any such property to sublet in any manner, directly or indirectly, any part thereof to any person, firm or corporation engaged in any such business without written permission of the Tenant; and Landlord further covenants and agrees not to permit or suffer any property located within the shopping center to be used for or occupied by any business dealing in or which shall keep in stock or sell for off-premises consumption any staple or fancy groceries, meats, fish, vegetables, fruits, bakery goods, dairy products or frozen foods without written permission of the Tenant. With the exception of package stores, only Tenant and Eckerd Drug may sell beer and wine in the shopping center for off-premises consumption and only Tenant and Eckerd Drug may sell prescription drugs or operate a pharmacy in the shopping center or upon property controlled by Landlord within 1,000 feet of any exterior boundary of the shopping center; provided, however, that the provisions of this paragraph are expressly subject to and conditioned upon certain modifications thereof as particularly set forth in the collateral lease agreement of even date herewith below mentioned.

Without the prior written consent of Tenant herein only retail and/or service stores shall be allowed to operate in the shopping center, or any enlargement thereof, it being the intent of the parties hereto that no spa, bowling alley, pawn shop, skating rink, bingo parlor, theatre (either motion picture or legitimate), business or professional offices, sales of automobiles, or health, recreational or entertainment-type activities, or non-retail or non-service type activities, shall be permitted; provided, however, that the provisions of this paragraph are expressly subject to and conditioned upon certain modifications thereof as particularly set forth in the collateral lease agreement of even date herewith below mentioned.

IT IS UNDERSTOOD AND AGREED that this is a Short Form Lease which is for the rents and upon the terms, covenants and conditions contained in the aforesaid collateral lease agreement executed by the parties hereto and bearing even date herewith, which collateral lease agreement is and shall be a part of this instrument as fully and completely as if the same were set forth herein.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this instrument the day and year first above written.

Signed, Sealed and delivered in the presence of:

INTERCHANGE ASSOCIATES, INC., a Delaware corporation

Printed Name [illegible]

By: [illegible]
Its MANAGER NASHAR President
Address: 190 S. Sykes Creek Pkwy., Suite 4
Merritt Island, FL 32952

Printed Name ERICA SHERRARD

Attest: [illegible]
Its MICHAEL R. CLINE Secretary
Address: 190 S. Sykes Creek Pkwy., Suite 4
Merritt Island, FL 32952

As to Landlord

(CORPORATE SEAL)
LANDLORD

WINN-DIXIE STORES, INC.

Printed Name LeLouise Carver

By: R. P. McCook
Its Vice President
Printed Name: R. P. McCook
Address: P. O. Box B
Jacksonville, FL 32203-0297

Printed Name Barbara A. Smucyar

Attest: [illegible]
Its Secretary
Printed Name: Wayne E. Ripley, Jr.
Address: P. O. Box B
Jacksonville, FL 32203-0297

As to Tenant

(CORPORATE SEAL)
TENANT

STATE OF New York)
)
COUNTY OF New York)

The foregoing instrument was acknowledged before me by Mahmood Nashar and Michael P. Collins, ✓ President and ✓ Secretary, respectively, of INTERCHANGE ASSOCIATES, INC., a Delaware corporation qualified to do business in Florida, on behalf of the corporation, who are [CHECK ONE] ✓ personally known to me or ____ who has produced _____ as identification, and [CHECK ONE] ✓ who did not take an oath or ____ who did take an oath.

Given under my hand and official seal this 10th day of May, 1993.

(NOTARIAL SEAL)

ROBYN E FRISCH
Notary Public, State of New York
No. 31-4969150
Qualified in New York County
Commission Expires July 6, 1994

Robyn E Frisch
Printed Name:
NOTARY PUBLIC, State and County aforesaid
My Commission Expires:
Notary ID No.:

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by R. P. McCook and Wayne E. Ripley, Jr., Vice President and ____ Secretary, respectively, of WINN-DIXIE STORES, INC., a Florida corporation, on behalf of the corporation, who are personally known to me and did not take an oath.

Given under my hand and official seal this 26th day of May, 1993.

(NOTARIAL SEAL)

Barbara Ann Smucyga
NOTARY PUBLIC, State and County aforesaid

Notary Public, State of Florida
BARBARA ANN SMUCYGA
My Comm. Exp Jan. 9, 1996
Comm. No. CC 178607

EXHIBIT "B"

LEGAL DESCRIPTION

SHOPPING CENTER PARCEL

That certain piece, parcel or tract of land located in Cocoa, Brevard County, Florida, more particularly described as follows:

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the southwest corner of the east ½ of the Northwest Quarter of said Section 18, run N00°30'36"E along the east line of the west ½ of the Northwest Quarter of said Section 18, a distance of 218.60 feet to the north right-of-way line of State Road No. 524 (State Road 528 Reroute) and the Point of Beginning of the herein described parcel of land; thence continue N00°30'36"E along said east line, 1,190.12 feet to a point on the southerly right-of-way line of State Road No. 528; thence run the following courses along said southerly right-of-way line: S59°25'26"E, 810.07 feet; S30°34'34"W, 50.00 feet; S59°25'26"E, 351.72 feet to the Point of Curvature of a curve concave southwesterly having a radius of 169.69 feet; thence southeasterly along the arc of said curve 176.35 feet, through a central angle of 59°32'35" to the point of tangency thereof; thence S00°07'09"W, 132.98 feet; thence leaving said southerly right-of-way line, run S88°34'39"W, 274.56 feet, thence S01°25'21"E, 215.00 feet to a point on the north right-of-way line of State Road No. 524 (State Road 528 Reroute); thence S88°34'39"E along said north right-of-way line, 466.24 feet; thence N01°25'21"W, 210.00 feet; thence S88°34'39"W, 221.00 feet; thence S01°25'21"E, 245.00 feet to a point on aforesaid north right-of-way line; thence S88°34'39"W along said north right-of-way line, 113.35 feet to the Point of Beginning.

Containing 17.43 acres, more or less, and being subject to easements, restrictions, rights-of-way or limitations either recorded or implied.

5-10-93

EXHIBIT "B"

LEGAL DESCRIPTION

OUTPARCEL A

That certain piece, parcel or tract of land located in Cocoa, Brevard County, Florida, more particularly described as follows:

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the Southwest corner of the East ½ of the Northwest Quarter of said Section 18, run N00°30'56"E, 218.60 feet, to the north Right-of-Way line of State Road 524 (State Road 528 reroute); thence N88°34'39"E, along said north Right-of-Way 113.35 feet, to the Point of Beginning of the herein described parcel of land; thence N01°25'21"W, 245.00 feet; thence N88°34'39"E, 221.00 feet; thence S01°25'21"E, 210.00 feet; thence S88°34'39"W, 135.00 feet; thence S01°25'21"E, 35.00 feet; thence S88°34'39"W, 86.00 feet, to the Point of Beginning.

Containing 1.13 Acres, more or less, and being subject to easements, restrictions, rights-of-way or limitations, either recorded or implied.

OUTPARCEL B

That certain piece, parcel or tract of land located in Cocoa, Brevard County, Florida, more particularly described as follows:

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the Southwest corner of the East ½ of the Northwest Quarter of said Section 18, run N00°30'56"E, 218.60 feet, to the north Right-of-Way line of State Road 524 (State Road 528 reroute); thence N88°34'39"E, along said north Right-of-Way 199.35 feet; thence N01°25'21"W, 35.00 feet; thence N88°34'39"E, 601.24 feet, to the Point of Beginning of the herein described parcel, thence N01°25'21"W, 215.00 feet; thence N88°34'39"E, 274.56 feet; thence S00°07'09"W, 49.90 feet, to a Point of Curve concave to the northwest; thence along the curve having a radius of 169.68 feet, a central angle of 88°27'30", an arc distance of 261.97 feet, to the Point of Tangency; thence S88°34'39"W, 103.60 feet, to the Point of Beginning.

Containing 1.21 Acres, more or less, and being subject to easements, restrictions, rights-of-way or limitations, either recorded or implied.

5.10.93

SHOPPES OF COCOA

-REISE MAIN AND WATER LINE & INGRESS/EGRESS EASEMENT

THIS EASEMENT is made this 19th day of August 1994, by Interchange Associates, Inc. whose address is _____ (hereinafter referred to as the: "Grantor"), in favor of the City of Cocoa, Florida, a Florida municipal corporation, and it's successors and assigns, whose address is 603 Brevard Avenue, Cocoa, Florida 32922 (hereinafter referred to as the: "Grantee").

W I T N E S S E T H:

That for and in consideration of Twenty Five Dollars ($25.00) and the mutual benefits, covenants and conditions herein contained, and certain other good and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, its successors and assigns: 1) An easement (the "Water Line Easement") for repair, replacement, ingress, egress, disconnection from, connection to, and maintenance, in perpetuity of all Water lines, pipes, laterals, tees, and joints (the "Facilities"). The Water Line Easement shall be over, under and across the real property described in Exhibit "A", a copy of which is attached hereto and by this reference incorporated herein; and 2) An easement for ingress and egress to the Water Line Easement (the "Ingress/Egress Easement") across the real property described in Exhibit "B" attached hereto and by this reference incorporated herein.

The rights herein granted to Grantee by Grantor specifically include, but are not limited to: (a) the right of Grantee to control, disconnect from, connect to, inspect, alter, improve, repair, rebuild and remove said Facilities on the Water Line Easement; and (b) the right to cut, trim, and keep clear such trees, brush, and undergrowth that might endanger the Facilities on the Water Line Easement.

By delivery of this Water Line Easement, Grantor covenants not to interfere with the safe operation or maintenance of the Facilities within the Water Line Easement. All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.

TO HAVE AND TO HOLD the said Water Line & Ingress Egress Easement unto the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, Interchange Associates, Inc. Raymond M. Nasher, by and through its authorized President, has executed this easement the day, month and year first set forth above.

Signed, sealed and delivered
in the presence of:

Interchange Associates, Inc.

T. L. Stanley
WITNESS

Colette A. Lapp
WITNESS

BY: _____
_____-President
(Corporation Seal)

STATE OF ~~FLORIDA~~ MASSACHUSETTS
COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me this 19th day of August, 1994, by Raymond M. Nasher, of Interchange Associates, Inc., a Delaware corporation, on behalf of the corporation. (He/She a) has produced satisfactory evidence with 1. An identification card/driver's license/passport (circle one) as identification or b) is personally known by me and did not take an oath.

Clerk Circuit Court
Record ... Volume ... County, FL
Page ... Number ...
Transfer ... Recording ...
Stamps ... Surtax ...
Service Charge ... Net Tax ...
Service Charge ... Postage ...

C. Paula Barretto
NOTARY PUBLIC
~~State of Florida at Large~~
My Commission Expires:
C. PAULA BARRETTO
NOTARY PUBLIC
My Commission Expires Nov 5, 1998

BK3372PG4481

3615 82

94 MAR -7 AM 11:02

EXHIBIT "A"

WATER LINE AND INGRESS/EGRESS DISCRIPTION

DESCRIPTION - WATER LINE

A 20-foot wide easement for a water line, under and across the East 1/2 of the Northwest 1/4 of Section 18, Township 24 South, Range 36 East, being more particularly described as follows:
Commence at the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 18; thence run N00°30'56"E, along the West line of said East 1/2 of the Northwest 1/4 of Section 18, 218.60 feet; thence run N88°34'35"E, along the Northerly right-of-way line of State Road No. 524, 53.03 feet to the Point of Beginning of the Centerline of a 20-foot wide easement, said easement lying 10.00 feet on each side of the following described centerline; thence N01°31'52"W, 10.00 feet; thence N88°34'35"E, 66.00 feet; thence return S88°34'35"W, 66.00 feet; thence N01°31'52"W, 231.18 feet; thence East, 83.00 feet; thence return West, 83.00 feet; thence N01°31'52"W, 204.97 feet; thence N88°37'44"E, 141.00 feet; thence return S88°37'44"W, 141.00 feet; thence N01°31'52"E, 121.41 feet; thence N88°28'08"E, 81.50 feet; thence return S88°28'08"W, 81.50 feet; thence N01°31'52"W, 75.78 feet; thence N88°34'35"E, 27.15 feet; thence N03°54'22"W, 31.00 feet; thence return S03°54'22"E, 31.00 feet; thence N88°34'35"E, 215.87 feet; S01°25'25"E, 80.00 feet; thence return N01°25'25"W, 149.17 feet; thence N88°34'35"E, 60.00 feet; thence N01°25'25"W, 36.00 feet; thence N88°34'35"E, 220.43 feet; thence N02°36'15"W, 36.00 feet; thence return S02°36'15"E, 36.00 feet; thence N88°34'35"E, 16.37 feet; thence S46°48'45"E, 77.06 feet; thence S01°39'11"E, 99.68 feet; thence S88°31'25"W, 51.50 feet; thence S01°28'37"E, 38.00 feet; thence return N01°28'37"W, 38.00 feet; thence N88°31'25"E, 51.50 feet; thence S01°39'11"E, 23.20 feet; thence N88°34'35"E, 148.07 feet; thence S01°25'25"E, 85.20 feet; thence S88°34'35"W, 8.00 feet; thence S05°03'12"E, 135.20 feet; thence S01°22'10"E, 290.67 feet; thence N89°17'17"W, 27.00 feet; thence return S89°17'17"E, 27.00 feet; thence S01°22'10"E, 31.70 feet to the Northerly right-of-way line of State Road No. 524 and the Point of Terminus of said Centerline.

UNSUITABLE
FOR
MICROFILM

EXHIBIT "A"

REUSE MAIN AND INGRESS/EGRESS DESCRIPTION

DESCRIPTION - REUSE MAIN

A 20-foot wide easement for a reuse main, under and across the East ½ of the Northwest ¼ of Section 18, Township 24 South, Range 36 East, being more particularly described as follows:

Commence at the Southwest corner of the East ½ of the Northwest ¼ of said Section 18; thence run N00°30'56"E, along the West line of said East ½ of the Northwest ¼ of Section 18, 573.48 feet to the Point of Beginning of the centerline of a 20-foot wide easement, said easement lying 10.00 feet on each side of the following described line; thence N70°50'21"E, 273.30 feet; thence S39°33'42"E, 23.60 feet; thence N89°02'47"E, 43.58 feet; thence N00°56'36"E, 35.00 feet; thence return S00°56'36"W, 35.00 feet; thence N89°02'47"E, 431.91 feet; thence N43°57'43"E, 71.24 feet; thence N85°03'35"E, 108.90 feet; thence N00°08'38"E, 105.71 feet to the South right-of-way line of State Road 528, and the Point of Terminus of said Centerline.

EXHIBIT "B"

COMMERCIAL PARCEL
LOCATED AT SR 524 & SR 528
PARCEL C

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the southwest corner of the east ½ of the Northwest Quarter of said Section 18, run N00°30'36"E along the east line of the west ½ of the Northwest Quarter of said Section 18, a distance of 218.60 feet to the north right-of-way line of State Road No. 524 (State Road 528 Reroute) and the **Point of Beginning** of the herein described parcel of land; thence continue N00°30'36"E along said east line, 1,190.12 feet to a point on the southerly right-of-way line of State Road No. 528; thence run the following courses along said southerly right-of-way line: S59°25'26"E, 810.07 feet; S30°34'34"W, 50.00 feet; S59°25'26"E, 351.72 feet to the Point of Curvature of a curve concave southwesterly having a radius of 169.69 feet; thence southeasterly along the arc of said curve 176.35 feet, through a central angle of 59°32'35" to the point of tangency thereof; thence S00°07'09"W, 132.98 feet; thence leaving said southerly right-of-way line, run S88°34'39"W, 274.56 feet, thence S01°25'21"E, 215.00 feet to a point on the north right-of-way line of State Road No. 524 (State Road 528 Reroute); thence S88°34'39"E along said north right-of-way line, 466.24 feet; thence N01°25'21"W, 210.00 feet; thence S88°34'39"W, 221.00 feet; thence S01°25'21"E, 245.00 feet to a

EXHIBIT "B CONT.

point on aforesaid north right-of-way line; thence S88°34'39"W along said north right-of-way line, 113.35 feet to the **Point of Beginning.**

Containing 17.43 acres, more or less, and being subject to easements, restrictions, rights-of-way or limitations either recorded or implied.

BK3372PG4485

RESOLUTION NO. 2005-65

CFN 2005275369 08-03-2005 10:54 am
OR Book/Page: 5510 / 2725

A RESOLUTION OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, VACATING A WATER LINE AND INGRESS/EGRESS EASEMENT LOCATED WITHIN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, AS RECORDED IN OFFICIAL RECORD BOOK 3372, PAGES 4481 to 4485, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING FOR THE REPEAL OF ALL PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa has been asked to consider vacating a water line and ingress/egress easement that is part of the east 1/2 of the northwest 1/4 of section 18, township 24 south, range 36, as recorded in Official Record Book 3372, Pages 4481 to 4485 of the public records of Brevard County, Florida; and

WHEREAS, the owner of the property has provided a twenty-feet surveyed water line and ingress/egress easement centered over the water line and appurtenances; and

WHEREAS, the City Council finds that the best interests of its citizens will be served by the vacation of the water line and ingress/egress easement that is part of the east 1/2 of the northwest 1/4 of section 18, township 24 south, range 36 east, as recorded in Official Record Book 3372, Pages 4481 to 4485 of the public records of Brevard County, Florida;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA:

SECTION 1. Vacation of easements. The water line and ingress/egress easement that is part of the east 1/2 of the northwest 1/4 of section 18, township 24 south, range 36 east as recorded in Official Record Book 3372, Pages 4481 to 4485 of the public records of Brevard County, Florida, is hereby vacated.

SECTION 2. Repeal of Prior Inconsistent Resolutions. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

→ City of Cocoa
603 Brevard Ave
Cocoa, FL. 32922

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 2 #Names: 2
Trust: 1.50 Rec: 17.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 nt Tax: 0.00

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26th day of July, 2005.

Michael C. Blake, Mayor

ATTEST:

Joan Clark, City Clerk

SHOPPES OF COCOA, S.R.524

FORCE MAIN AND SEWER LINE & INGRESS/EGRESS EASEMENT

THIS EASEMENT is made this __ __ day of _____ - ____ ____, 199 2, by Interchange Associates, Inc., whose address is _____, _____, (hereinafter referred to as the: "Grantor"), in favor of the City of Cocoa, Florida, a Florida municipal corporation, and it's successors and assigns, whose address is 603 Brevard Avenue, Cocoa, Florida 32922 (hereinafter referred to as the: "Grantee").

W I T N E S E T H:

That for and in consideration of Ten Dollars ($10.00) and the mutual benefits, covenants and conditions herein contained, and certain other good and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, its successors and assigns: 1) An easement (the "Sewer Line Easement") for repair, replacement, ingress, egress, disconnection from, connection to, and maintenance, in perpetuity of all sewer lines, pipes, laterals, tees, and joints (the "Facilities"). The Sewer Line Easement shall be over, under, and across the real property described in "Exhibit A", a copy of which is attached hereto and by this referenced incorporated herein; and 2) An easement for ingress and egress to the Sewer Line Easement (the "Ingress/Egress Easement") across the real property described in Exhibit "B" attached hereto and by this reference incorporated herein.

The rights herein granted to Grantee by Grantor specifically include, but are not limited to: (a) the right of Grantee to control, disconnect from, connect to, inspect, alter, improve, repair, rebuild and remove said Facilities on the Sewer Line Easement; and (b) the right to cut, trim, and keep clear such trees, brush, and undergrowth that might endanger the Facilities on the Sewer Line Easement.

By delivery of this Sewer Line Easement, Grantor covenants not to interfere with the safe operation or maintenance of the Facilities within the Sewer Line Easement. All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.

TO HAVE AND TO HOLD the said Sewer Line Easement and Ingress/Egress Easement unto the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, Interchange Associates, Inc., by and through its authorized _____ _____, has executed this Sewer Line and Ingress/Egress Easement as of the day, month and year first set forth above.

Signed, sealed and delivered
in the presence of:

_____ BY: Interchange Associates, Inc.
WITNESS _____ - President
(Corporation Seal)

_____
WITNESS

~~STATE OF FLORIDA~~ UNITED KINGDOM OF GREAT BRITAIN
~~COUNTY OF~~ ENGLAND CITY OF LONDON

The foregoing instrument was acknowledged before me this 30th day of September, 19 92, by Mahmood N. Nasher who is/~~are~~ personally known to me of Interchange Associates, Inc., a ~~Florida~~ corporation on behalf of the corporation. ~~He/she~~ 1. Has produced satisfactory evidence with a) An identification card/driver's license/passport (circle one) as identification or b) Is personally known to me and did (not) take an oath.

_____
NOTARY PUBLIC
~~State of Florida at Large~~
My Commission Expires: with life

JAMES KENT SULLIGAN
NOTARY PUBLIC
MY COMMISSION EXPIRES
WITH LIFE.

3 ALBEMARLE STREET LONDON W1X 3HF NOTARIES PUBLIC

Linda Crawford Clerk Circuit Court
Brevard County, FL
Deputy

3 CO
21 CO
10

OR 3372 PG 1486

5615 83

94 MAR -7 AM 11:02

EXHIBIT "A"

DESCRIPTION - FORCE MAIN

A 20-foot wide easement for a sanitary sewer force main, under and across the East ½ of the Northwest ¼ of Section 18, Township 24 South, Range 36 East, being more particularly described as follows:

Commence at the Southwest corner of the East ½ of the Northwest ¼ of said Section 18; thence run N00°30'56"E, along the West line of said East ½ of the Northwest ¼ of Section 18, 411.73 feet to the Point of Beginning of the centerline of a 20-foot wide easement, said easement lying 10.00 feet on each side of the following described line; thence N70°42'48"E, 189.02 feet; thence N88°18'00"E, 862.17 feet; thence N00°14'38"W, 198.02 feet; thence N78°21'57"E, 11.59 feet to the Southwesterly right-of-way line of State Road 52S, and the Point of Terminus of said Centerline.

EXHIBIT "A"

DESCRIPTION - SEWER LINE

A 20-foot wide easement for a sanitary sewer line, under and across the East ½ of the Northwest ¼ of Section 18, Township 24 South, Range 36 East, being more particularly described as follows:

Commence at the Southwest corner of the East ½ of the Northwest ¼ of said Section 18; thence run N00°30'56"E, along the West line of said East ½ of the Northwest ¼ of Section 18, 592.53 feet to the Point of Beginning of the centerline of a 20-foot wide easement, said easement lying 10.00 feet on each side of the following described line; thence N69°06'07"E, 87.58 feet; thence S11°05'48"E, 196.00 feet; thence return N11°05'48"W, 196.00 feet; thence N01°25'35"W, 218.83 feet; thence N72°46'38"E, 57.51 feet; thence S70°53'58"E, 154.00 feet; thence return N70°53'58"W, 154.00 feet; thence N48°52'37"E, 191.45 feet; thence N88°17'34"E, 305.86 feet; thence S48°47'16"E, 273.02 feet; thence S03°51'36"W, 343.00 feet to the Point of Terminus of said Centerline.

EXHIBIT "B"

COMMERCIAL PARCEL
LOCATED AT SR 524 & SR 528
PARCEL C

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the southwest corner of the east ½ of the Northwest Quarter of said Section 18, run N00°30'36"E along the east line of the west ½ of the Northwest Quarter of said Section 18, a distance of 218.60 feet to the north right-of-way line of State Road No. 524 (State Road 528 Reroute) and the **Point of Beginning** of the herein described parcel of land; thence continue N00°30'36"E along said east line, 1,190.12 feet to a point on the southerly right-of-way line of State Road No. 528; thence run the following courses along said southerly right-of-way line: S59°25'26"E, 810.07 feet; S30°34'34"W, 50.00 feet; S59°25'26"E, 351.72 feet to the Point of Curvature of a curve concave southwesterly having a radius of 169.69 feet; thence southeasterly along the arc of said curve 176.35 feet, through a central angle of 59°32'35" to the point of tangency thereof; thence S00°07'09"W, 132.98 feet; thence leaving said southerly right-of-way line, run S88°34'39"W, 274.56 feet, thence S01°25'21"E, 215.00 feet to a point on the north right-of-way line of State Road No. 524 (State Road 528 Reroute); thence S88°34'39"E along said north right-of-way line, 466.24 feet; thence N01°25'21"W, 210.00 feet; thence S88°34'39"W, 221.00 feet; thence S01°25'21"E, 245.00 feet to a

EXHIBIT "B" CONT.

point on aforesaid north right-of-way line; thence S88°34'39"W along said north right-of-way line, 113.35 feet to the **Point of Beginning.**

Containing 17.43 acres, more or less, and being subject to easements, restrictions, rights-of-way or limitations either recorded or implied.

BK0372PG0490

Prepared by & Return to:
Joan Clark, City Clerk
City of Cocoa
603 Brevard Avenue
Cocoa, FL 32922

CFN 2005388771 10-28-2005 03:22 pm
OR Book/Page: 5557 / 4594

RESOLUTION NO. 2005-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, VACATING A PORTION OF AN EXISTING UTILITIES EASEMENT LOCATED WITHIN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, AS RECORDED IN OFFICIAL RECORD BOOK 3372, PAGES 4486 to 4490, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING FOR THE REPEAL OF ALL PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa has been asked to consider vacating a portion of an existing utilities easement that is part of the east 1/2 of the northwest 1/4 of section 18, township 24 south, range 36 east, as recorded in Official Record Book 3372, Pages 4486 to 4490 of the public records of Brevard County, Florida; and

WHEREAS, the owner of the property has provided a twenty-feet surveyed water line and ingress/egress easement centered over the water line and appurtenances; and

WHEREAS, the City Council finds that the best interests of its citizens will be served by the vacation of the portion of and existing utilities easement that is part of the east 1/2 of the northwest 1/4 of section 18, township 24 south, range 36 east, as recorded in Official Record Book 3372, Pages 4486 to 4490 of the public records of Brevard County, Florida;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA:

SECTION 1. Vacation of easements. The portion of an existing utilities easement that is part of the east 1/2 of the northwest 1/4 of section 18, township 24 south, range 36 east as recorded in Official Record Book 3372, Pages 4486 to 4490 of the public records of Brevard County, Florida, is hereby vacated. See Attached.

SECTION 2. Repeal of Prior Inconsistent Resolutions. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 25.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ~~25th~~ 27th day of October, 2005.

MICHAEL C. BLAKE, Mayor

ATTEST:

JOAN CLARK, City Clerk

THIS IS NOT A SURVEY, SKETCH OF DESCRIPTION ONLY

DESCRIPTION OF A PORTION OF AN EXISTING EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 3372, PAGE 4486 PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TO BE VACATED, LYING AND BEING IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.

ASSUMED BEARING OF N00°30'56"E ON THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

THIS DESCRIPTION IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

THIS DESCRIPTION IS SUBJECT TO ANY FACTS THAT MAY BE REVEALED BY A COMPLETE AND ACCURATE TITLE SEARCH.

THIS DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.

THIS DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS REQUIRED BY LAW. FLORIDA STATUTES CHAPTER 472; CHAPTER 61G17, F.A.C.

DESCRIPTION:

A PARCEL OF LAND IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, AND RUN N00°30'56"E, ALONG THE WEST LINE OF SAID EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 18, A DISTANCE OF 592.53 FEET TO THE BEGINNING OF THE CENTERLINE OF A 20 FOOT WIDE SANITARY SEWER LINE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 3372, PAGE 4486, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG SAID CENTERLINE, THE FOLLOWING COURSES AND DISTANCES; N69°06'07"E, 87.58 FEET; N01°25'35"W, 218.83 FEET; N72°46'38"E, 57.51 FEET AND S70°53'58"E, 138.72 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N01°25'25"W A DISTANCE OF 10.68 FEET; THENCE S70°53'58"E A DISTANCE OF 19.02 FEET; THENCE S19°06'02"W A DISTANCE OF 20.00 FEET; THENCE N70°53'58"W A DISTANCE OF 11.54 FEET; THENCE N01°25'25"W A DISTANCE OF 10.68 FEET TO THE POINT OF BEGINNING. CONTAINING 306 SQUARE FEET, MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

2005 B.S.E. CONSULTANTS, INC.© H:\Projects Folder\10867\Drawings\10867100Survey\dwg\10867103-104.dwg September 6, 2005 11:56:43 AM

DATE: 09/06/05

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE No. 5611

JOB No. 10867 DRAWING No. 10867103

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ,
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION No. 4151

B I L L O F S A L E

KNOW ALL MEN BY THESE PRESENTS, That Interchange Associates, Inc., a corporation, and _____, a corporation, hereinafter called "Sellers", and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, to them paid by the CITY OF COCOA, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called "City", the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents do grant, bargain, sell, transfer, and deliver unto the said "City", its successors and assigns, the following described property, assets and rights, to-wit:

All of the sewer lines, water mains and appurtenances located

SEE EXHIBIT "A"

Sandy Crawford Clerk Circuit Court
Recorded and Verified Brevard County, FL
Pgs: 4 # Names: 2
Trust Fund 2.50 Rec Fee 7.00
Stamp-Deed _____ Excise Tx _____
Stamp-Mtg _____ Int Tx _____
Retn#:

5615184
94 MAR -7 AM 11:02

TO HAVE AND TO HOLD all of the foregoing unto the City, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Sellers do hereby covenant to and with the City, its successors and assigns, that they are the lawful owners of the above described personal property and assets; that said personal property and assets are free from all encumbrances; that Sellers have good right to sell said personal property and assets, and that Sellers will warrant and defend the sale of its said personal property and assets hereby made, unto the City, its successors and assigns, against the lawful claims and demands of all persons whosoever.

The City, by the acceptance of this Bill of Sale, acknowledges and agrees that the Sellers make no warranties or representations, either expressed or implied, as to the fitness and condition of the personal property and assets hereinabove described, the City agreeing that said personal property and assets are being conveyed to it in an "as is" condition.

IN WITNESS WHEREOF Sellers have caused this Bill of Sale to be signed in their name by their proper officers, and their corporate seals to be affixed, attested by their Secretaries, the day and year above written.

Signed, sealed and delivered

Richard Jaumann
WITNESS

A.K. Findlay
WITNESS

BY _____
PRESIDENT

Attest: _____
SECRETARY

(CORPORATE SEAL)

_____
WITNESS

By _____
PRESIDENT

_____
WITNESS

Attest: _____
SECRETARY

(CORPORATE SEAL)

STATE OF UNITED KINGDOM OF GREAT BRITAIN
COUNTY OF ENGLAND CITY OF LONDON

I HEREBY CERTIFY that on this day before me personally appeared Mahmoud N. Nashar, who is known to me and that he is the President ~~and Secretary~~ respectively of Interchange Associates, Inc., a corporation under the laws of the State of Delaware, to me known to be the persons who signed the foregoing instrument and ~~severally~~ acknowledged the execution thereof to be ~~their~~ his free act and deed for the uses and purposes therein mentioned. He/~~She~~ 1) has produced satisfactory evidence with an identification or ~~2) is personally known by me~~ and did not take an oath.

WITNESS my hand and official seal at London England, ~~said County and State~~, This 20th day of September, 1993.

_____
NOTARY PUBLIC

JAMES KERR MILLIGAN
NOTARY PUBLIC
MY COMMISSION EXPIRES
WITH LIFE.

DE PINNA, SCORERS & JOHN VERN
2
ALBEMARLE STREET
LONDON
W1X 3HF
NOTARIES PUBLIC

BK3372PG4492

COMMERCIAL PARCEL
LOCATED AT SR 524 & SR 528
PARCEL C

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the southwest corner of the east ½ of the Northwest Quarter of said Section 18, run N00°30'36"E along the east line of the west ½ of the Northwest Quarter of said Section 18, a distance of 218.60 feet to the north right-of-way line of State Road No. 524 (State Road 528 Reroute) and the **Point of Beginning** of the herein described parcel of land; thence continue N00°30'36"E along said east line, 1,190.12 feet to a point on the southerly right-of-way line of State Road No. 528; thence run the following courses along said southerly right-of-way line: S59°25'26"E, 810.07 feet; S30°34'34"W, 50.00 feet; S59°25'26"E, 351.72 feet to the Point of Curvature of a curve concave southwesterly having a radius of 169.69 feet; thence southeasterly along the arc of said curve 176.35 feet, through a central angle of 59°32'35" to the point of tangency thereof; thence S00°07'09"W, 132.98 feet; thence leaving said southerly right-of-way line, run S88°34'39"W, 274.56 feet, thence S01°25'21"E, 215.00 feet to a point on the north right-of-way line of State Road No. 524 (State Road 528 Reroute); thence S88°34'39"E along said north right-of-way line, 466.24 feet; thence N01°25'21"W, 210.00 feet; thence S88°34'39"W, 221.00 feet; thence S01°25'21"E, 245.00 feet to a

EXHIBIT "A" CONT.

point on aforesaid north right-of-way line; thence S88°34'39"W along said north right-of-way line, 113.35 feet to the **Point of Beginning.**

Containing 17.43 acres, more or less, and being subject to easements, restrictions, rights-of-way or limitations either recorded or implied.

BK3372PG4494

B I L L O F S A L E

KNOW ALL MEN BY THESE PRESENTS, That Interchange Associates, Inc., ~~a corporation,~~ and _____, a corporation, hereinafter called "Sellers", and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, to them paid by the CITY OF COCOA, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called "City", the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents do grant, bargain, sell, transfer, and deliver unto the said "City", its successors and assigns, the following described property, assets and rights, to-wit:

All of the water lines, water mains and appurtenances located AS EXHIBIT "A"

5915 85

Sandy Crawford Clerk Circuit Court, Recorded and Verified Brevard County, FL
* Pages 2
Trust Fund 1.00 Rec Fee 11.00
Stamp 2 Sur Tax
Stamp Chg Int Tax
Service Chg Refund

94 MAR 7 AM 9:02

TO HAVE AND TO HOLD all of the foregoing unto the City, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Sellers do hereby covenant to and with the City, its successors and assigns, that they are the lawful owners of the above described personal property and assets; that said personal property and assets are free from all encumbrances; that Sellers have good right to sell said personal property and assets, and that Sellers will warrant and defend the sale of its said personal property and assets hereby made, unto the City, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

The City, by the acceptance of this Bill of Sale, acknowledges and agrees that the Sellers make no warranties or representations, either expressed or implied, as to the fitness and condition of the personal property and assets hereinabove described, the City agreeing that said personal property and assets are being conveyed to it in an "as is" condition.

IN WITNESS WHEREOF Sellers have caused this Bill of Sale to be signed in their name by their proper officers, and their corporate seals to be affixed, attested by their Secretaries, the day and year above written.

Signed, sealed and delivered

H. J. Shanks
WITNESS

By _____
PRESIDENT

_____
WITNESS

Attest: _____
SECRETARY

(CORPORATE SEAL)

_____
WITNESS

By _____
PRESIDENT

_____
WITNESS

Attest: _____
SECRETARY

(CORPORATE SEAL)

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

I HEREBY CERTIFY that on this day before me personally appeared Mahmoud M. Nashar and _____, President ~~and Secretary~~ respectively of Interchange Associates, Inc. _____, a corporation under the laws of the State of Delaware, to me known to be the persons who signed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed for the uses and purposed therein mentioned. He/~~She~~ 1) has produced satisfactory evidence with an identification or 2) is personally known by me and did not take an oath.

WITNESS my hand and official seal at Boston, Massachusetts, said County and State, This 19th day of August, 19 91.

C. Paula Barretto
NOTARY PUBLIC

C. PAULA BARRETTO
NOTARY PUBLIC
[illegible] Nov 5 1993

EXHIBIT "A"

COMMERCIAL PARCEL
LOCATED AT SR 524 & SR 528
PARCEL C

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the southwest corner of the east ½ of the Northwest Quarter of said Section 18, run N00°30'36"E along the east line of the west ½ of the Northwest Quarter of said Section 18, a distance of 218.60 feet to the north right-of-way line of State Road No. 524 (State Road 528 Reroute) and the **Point of Beginning** of the herein described parcel of land; thence continue N00°30'36"E along said east line, 1,190.12 feet to a point on the southerly right-of-way line of State Road No. 528; thence run the following courses along said southerly right-of-way line: S59°25'26"E, 810.07 feet; S30°34'34"W, 50.00 feet; S59°25'26"E, 351.72 feet to the Point of Curvature of a curve concave southwesterly having a radius of 169.69 feet; thence southeasterly along the arc of said curve 176.35 feet, through a central angle of 59°32'35" to the point of tangency thereof; thence S00°07'09"W, 132.98 feet; thence leaving said southerly right-of-way line, run S88°34'39"W, 274.56 feet, thence S01°25'21"E, 215.00 feet to a point on the north right-of-way line of State Road No. 524 (State Road 528 Reroute); thence S88°34'39"E along said north right-of-way line, 466.24 feet; thence N01°25'21"W, 210.00 feet; thence S88°34'39"W, 221.00 feet; thence S01°25'21"E, 245.00 feet to a

EXHIBIT "A" CONTINUED

point on aforesaid north right-of-way line; thence S88°34'39"W along said north right-of-way line, 113.35 feet to the **Point of Beginning.**

Containing 17.43 acres, more or less, and being subject to easements, restrictions, rights-of-way or limitations either recorded or implied.

BK8372PG4498

Southern Bell

Right Of Way Easement

Recorded and Verified Brevard County, FL

59 APR 8 PM 2:27

5911158

7

For consideration of the sum of [illegible] and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged from the Southern Bell Telephone and Telegraph Company, the undersigned, owner(s) of the premises described below, do hereby grant to the Southern Bell Telephone and Telegraph Company, its successors, assigns, and allied and associated companies a right of way easement for the right to [illegible] other facilities such lines or systems of communications or related services as the Company may require over, under and across the following described property:

1. Place, construct, operate and maintain [illegible]
2. Extend the rights herein granted to other companies [illegible]
3. Authorize the location of poles, cables, conduits and appurtenances [illegible]
4. Authorize [illegible]

on, over and under property that I [illegible] in the following location [illegible] County, State of Florida, to wit: [illegible]

See Attached Exhibit A

and to that effect I/we the undersigned do hereby grant the said over, along and under the roads, streets or highways adjoining through said property.

The following rights are also granted: To allow said utility companies to attach wires or lay cable or conduit within the right of way for communications or electric power transmission or distribution, ingress and egress to said premises at all times; to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution.

The receipt of ONE and 00 ($100.00) Dollars is hereby acknowledged by the undersigned.

To have and to hold the above granted rights unto Southern Bell Telephone and Telegraph Company, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has signed on April 8th, 1994.

Signed, sealed and delivered in the presence of:

Robert T. Westman
Witness
ROBERT T. WESTMAN

Maureen Collins
Witness
MAUREEN COLLINS

Attest: _____
Corporate Officer

L.S.
Name

L.S.
Name

INTERCHANGE ASSOCIATES, INC.
Name of Corporation

By: Michael G. Gaich
Title: MICHAEL G. GAICH
Authorized corporate agent

CORPORATION FORM

STATE OF FLORIDA

COUNTY OF BREVARD

I Maureen Collins, hereby certify that on this day before me personally appeared MICHAEL G. GAICH to me known to be the person described as the [illegible] who executed the foregoing instrument authorized corporate agent of INTERCHANGE ASSOCIATES, INC., a corporation, and acknowledged to me that he executed the same as such officer in the name and on behalf of said corporation, by [illegible] authorized.

WITNESS MY HAND AND my official seal, this 8th day of April, 94.

Maureen Collins
Notary Public (or other title)

MAUREEN G. COLLINS
MY COMMISSION # CC 202331
Expires: EXPIRES: May 19, 1996
Bonded Thru Notary Public Underwriters

Prepared by and return to:
Robert T. Westman
WESTMAN AND LINTZ
1970 Michigan Avenue - Building F
Cocoa, FL 32922

Southern Bell Representative

Southern Bell Authority Number

OR 3387 PG 3308

DESCRIPTION OF SOUTHERN BELL EASEMENT
(A 10-Foot Wide Easement)

Commence at the Southwest Corner of the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida; thence run N00°30'56"E, along the East line of the West ½ of the Northwest Quarter of said Section 18, a distance of 218.60; thence N88°34'39"E, along the North right-of-way line of State Road 524, a distance of 5.00 feet to the POINT OF BEGINNING of the centerline of a ten-foot wide easement, lying five feet on each side of the following described centerline; thence N00°30'56"E, 642.60 feet; thence N59°53'56"E, 290.61 feet; thence N89°13'45"E, 324.19 feet; thence S58°01'12"E, 77.01 feet; thence S47°42'50"E, 32.66 feet; thence S58°14'58"E, 176.19 feet; thence S01°43'01"E, 95.93 feet; thence N89°23'58"E, 99.83; thence S02°02'03"E, 16.65 feet; thence S80°51'50"E, 37.66 feet; thence S41°09"50"E, 33.84 feet; thence S89°04'49"E, 15.64 feet; thence S01°52'09"E, 175. 71 feet; to the terminus of the centerline and the end of the easement.

Prepared by and return to:
Robert S. Schumacher, Esq.
150 Second Ave N. Suite 1700 HC
St. Petersburg, FL 33701

CFN 2005453686 12-27-2005 03:32 pm
OR Book/Page: 5583 / 8287
#04280-01

#Pgs: 11
Trust: 6.00
Mtg: 0.00
0.00
#Names: 3
Rec: 89.00
Serv: 0.00
Excise: 0.00
nt Tax: 0.00
Scott Ellis
Clerk Of Courts, Brevard County

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made this 21st day of December 2005, by and between CVS EGL HWY 524 COCOA FL, L.L.C. successor in interest to Eckerd Corporation, with offices at c/o CVS Pharmacy, Inc., ATTN: Property Administration Department, One CVS Drive, Woonsocket, Rhode Island 02895 ("Tenant") and Washington Mutual Bank, having its office at c/o National Commercial Operations Center, 555 Dividend Drive, Suite 150, Mailstop 3545PMTX, Coppell, Texas 75019, Attention: CRE Portfolio Adminstration, Loan No. 6250275551 ("Mortgagee") and RDI Developers, LLC successor in interest to Interchange Associates, Inc., having its office at 3334 Long Beach Road, #118, Oceanside, New York 11572 ("Landlord").

WITNESSETH:

WHEREAS, Tenant and Landlord have entered into a certain lease dated September 28, 1993, as assigned, modified, supplemented or amended by the documents listed on Exhibit A hereto (collectively, the "Lease") covering premises located at 2324 State Road #524, Cocoa, Florida ("Premises") and as more specifically set forth in the Lease; and

WHEREAS, Mortgagee has made or has agreed to make a mortgage loan in the original principal amount of $6,265,000.00 ("Loan") to Landlord evidenced by a promissory note secured by, among other security, a certain Mortgage/Deed of Trust/Deed to Secure Debt and Security Agreement ("Mortgage") on Landlord's property; and

WHEREAS, the Mortgage, and any other documents or instruments evidencing or securing the Loan are hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, Mortgagee has been requested by Tenant and by Landlord to enter into a non-disturbance agreement with Tenant;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Tenant and Landlord hereby agree and covenant as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and Tenant's interest in the Premises under the Lease, are and shall at all times be subject, subordinate, and inferior to the lien of the Loan Documents and to the lien of all renewals, modifications and extensions thereof, subject to the terms and conditions set forth in this Agreement.

2. Notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) in the payment of fixed rent as set forth in the

Lease, or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Mortgagee, and Tenant's occupancy of the Premises shall not be disturbed by Mortgagee for any reason whatsoever during the term of the Lease or any such extension or renewal thereof, except as would be permitted for Landlord to do so.

3. In addition, notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) in the payment of rent or additional rent, or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Mortgagee will not join Tenant as a party defendant, unless required by law, in any foreclosure action or other proceeding for the purpose of terminating Tenant's interest and estate under the Lease or for any other purpose.

4. If the interests of Landlord in the Premises shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it, or by deed in lieu of foreclosure, or if Mortgagee takes possession of the Premises pursuant to any provisions of the Loan Documents, then: (i) Mortgagee and Tenant shall be directly bound to each other under all the terms, covenants and conditions of the Lease for the balance of the term thereof and for any extensions or renewals thereof which may be exercised by Tenant, with the same force and effect as if Mortgagee were the Landlord under the Lease; and (ii) Tenant does hereby attorn to Mortgagee as its landlord, said attornment to be effective and self-operative (without the execution of any further instruments), immediately upon Mortgagee succeeding to the interests of the Landlord under the Lease; provided, however, regarding items (i) and (ii) above, that Tenant shall have received written notice from Mortgagee that it has succeeded to the interests of the Landlord under the Lease. The respective rights and obligations of Tenant and Mortgagee upon such attornment, to the extent of the then-remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth from and after Mortgagee's succession to the interests of the Landlord under the Lease, and Tenant shall have the same remedies against Mortgagee for the breach of any agreement contained in the Lease that Tenant might have under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord; provided, however, that Mortgagee shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord), except to the extent such act or omission continues during the period of possession by Mortgagee or during a period during which Mortgagee is receiving rent from Tenant pursuant to Paragraph 5 hereof; or

(b) subject to any defenses which Tenant might have against any prior landlord (including Landlord) prior to the date that Mortgagee first takes possession of the premises; or

(c) bound by any fixed rent which Tenant might have paid for more than the current month; or

(d) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit is in an escrow or other fund available to Mortgagee; or

(e) bound by any amendment or modification or waiver of any provision of the Lease made without the consent of the Mortgagee, which would reduce the lease term, rents payable, or square footage. Said consent shall be deemed given if a response by Mortgagee is not received within thirty (30) days of Landlord's request.

5. Tenant shall not be under any obligation to pay rent to Mortgagee until the Tenant shall have received written notice from Mortgagee that Mortgagee has succeeded to the interests of Landlord under the Lease or that Mortgagee has exercised its rights under the Loan Documents, and directing such payments be made to Mortgagee. Landlord by its execution of this Agreement hereby consents to such direct payments by Tenant to Mortgagee and hereby releases and discharges Tenant of, and from all liability to Landlord on account of any such payments. Upon receipt of such notice, Tenant shall make future payments due under the Lease to Mortgagee until notified otherwise in writing in accordance with the terms of the Lease and Tenant shall not be liable to Landlord to account for such payments.

6. (a) Tenant shall notify Mortgagee in writing at the address set forth herein of the occurrence of any default or event of default by Landlord under the Lease which would give Tenant the right to cancel or terminate the Lease; and Tenant will grant to Mortgagee up to 45 days or a reasonable time (not to exceed 45 days) in which to cure Landlord's default (which time shall be at least the period of time granted to the Landlord by the Lease), provided, however, that Mortgagee shall give Tenant written notice of Mortgagee's intent to cure Landlord's default within ten (10) business days of receipt of Tenant's notice of Landlord's default. Tenant agrees that it will not terminate or cancel the Lease on account of such default until such notice to Mortgagee has been given, and Mortgagee has had the opportunity to cure any such default. Should Mortgagee fail to so notify Tenant of Mortgagee's intent to cure Landlord's default within said ten (10) business days, then Tenant shall have all available rights and remedies (including the right to cure Landlord's default) under the Lease, at law and/or in equity. It is expressly understood and agreed that the above shall not be deemed to create any obligation of Mortgagee to cure any such default or defaults.

(b) Mortgagee shall use best efforts to copy Tenant on any notice of Mortgagor's default under the Loan Documents at the same time that Mortgagee shall serve a Notice of Default on Mortgagor.

7. This Agreement may not be modified or amended, except by a writing by all parties hereto. Upon satisfaction of the Mortgage, this Agreement shall become null and void and be of no further effect.

8. Whenever in this Agreement it is provided that notice be given to or served upon any of the parties, each such notice or demand shall be in writing, and any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows: If given or served by the Mortgagee, by mailing the same to the Tenant and Landlord by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Tenant and Landlord may from time to time designate by notice given to the Mortgagee; and if given or served by the Tenant, by mailing the same to the Mortgagee and Landlord by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, addressed to the Mortgagee and Landlord at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Mortgagee and Landlord may from time to time designate by written notice given to Tenant; and if given or served by Landlord, by mailing the same to Tenant and Mortgagee by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, addressed to the Tenant and Mortgagee at the addresses listed on Page 1 of this Agreement, or such other addresses as the Tenant and Mortgagee may from time to time designate by written notice given to Landlord.

9. Except as provided in the Lease, Tenant hereby waives any priority it may have over Mortgagee with respect to any share of any condemnation award for a taking of all or part of the Premises, except any award for Tenant's loss of trade fixtures or improvements or installations made by Tenant; and agrees that all of any such award, except as above provided, shall be first payable to Mortgagee.

10. Anything herein or in the Lease to the contrary notwithstanding, in the event that Mortgagee shall acquire title to the Premises, or shall otherwise become liable for any obligations of Landlord under the Lease, Mortgagee shall have no obligation, nor incur any liability, beyond Mortgagee's then interest, if any, in the Premises and the Lease, and Tenant shall look exclusively to such interest of Mortgagee, if any, in the Premises and the Lease, for the payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Mortgagee, Tenant shall look solely to the estate or interest owned by Mortgagee in the Premises, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Mortgagee.

11. Notwithstanding anything herein to the contrary, Tenant shall not be deemed to be in default under any of the terms or conditions of this Agreement until Tenant has received a fully executed original copy of this Agreement.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. In addition, this Agreement shall be binding upon any successor to Mortgagee's interest as Landlord of the Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

WITNESS:

Marta C. DiMeglio

Linda L. Charpentier

TENANT:
CVS EGL HWY 524 COCOA FL, L.L.C.

By: _____
Roxanne E. Sicard
Assistant Secretary

MORTGAGEE:
Washington Mutual Bank

_____
Name:_____

_____
Name:_____

By:_____
Name:_____
Title:_____

LANDLORD:
RDI Developers, LLC

_____
Name:_____

_____
Name:_____

By:_____
Name:_____
Title:_____

STATE OF RHODE ISLAND)
) ss:
COUNTY OF PROVIDENCE)

On this 23rd day of August, 2005, before me personally appeared Roxanne E. Sicard, who, being by me duly sworn, did depose and say that she resides in Cranston, Rhode Island; that she is Assistant Secretary of CVS EGL HWY 524 COCOA FL, L.L.C., the corporation described in and which executed the above instrument and that she executed this instrument on behalf of said corporation and that she had authority to do so.

Mary A Swenson
NOTARY PUBLIC

MARY A. SWENSON NOTARY PUBLIC STATE OF RHODE ISLAND
MY COMMISSION EXPIRES 08-24-07

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2005, before me personally appeared _____, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is _____ of _____, the corporation described in and which executed the above instrument and that he/she executed this instrument on behalf of said corporation and that he/she had authority to do so.

_____
NOTARY PUBLIC

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2005, before me personally appeared _____, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is _____ of _____, the corporation described in and which executed the above instrument and that he/she executed this instrument on behalf of said corporation and that he/she had authority to do so.

_____
NOTARY PUBLIC

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. In addition, this Agreement shall be binding upon any successor to Mortgagee's interest as Landlord of the Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

WITNESS:

Marta C. DiMeglio

Linda L. Charpentier

TENANT:
CVS EGL HWY 524 COCOA FL, L.L.C.

By: Roxanne E. Sicard
Roxanne E. Sicard
Assistant Secretary

MORTGAGEE:
Washington Mutual Bank

Name: Mark Filozov

Name: Carl Coig

By: Clare E. Coulter
Name: Clare E. Coulter
Title: Vice President

LANDLORD:
RDI Developers, LLC

Name:

Name:

By:
Name:
Title:

STATE OF RHODE ISLAND)
) ss:
COUNTY OF PROVIDENCE)

On this 23rd day of August, 2005, before me personally appeared Roxanne E. Sicard, who, being by me duly sworn, did depose and say that she resides in Cranston, Rhode Island; that she is Assistant Secretary of CVS EGL HWY 524 COCOA FL, L.L.C., the corporation described in and which executed the above instrument and that she executed this instrument on behalf of said corporation and that she had authority to do so.

Mary A Swenson
NOTARY PUBLIC

MARY A. SWENSON NOTARY PUBLIC STATE OF

MY COMMISSION EXPIRES 08-24-07

STATE OF New York)
) ss:
COUNTY OF New York)

On this 19th day of December, 2005, before me personally appeared Claire Carter, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is Vice President of Washington Mutual Bank, the corporation described in and which executed the above instrument and that he/she executed this instrument on behalf of said corporation and that he/she had authority to do so.

NOTARY PUBLIC

SYLVIA SZAWRYCKA
Notary Public, State of New York
No. 01SZ6070982
Qualified in Kings County
Commission Expires March 11, 2006

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2005, before me personally appeared _____, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is _____ of _____, the corporation described in and which executed the above instrument and that he/she executed this instrument on behalf of said corporation and that he/she had authority to do so.

NOTARY PUBLIC

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. In addition, this Agreement shall be binding upon any successor to Mortgagee's interest as Landlord of the Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

WITNESS:

Marita C. DiMeglio

Linda L. Charpentier

TENANT:
CVS EGL HWY 524 COCOA FL, L.L.C.

By: _____
Roxanne E. Sicard
Assistant Secretary

MORTGAGEE:
Washington Mutual Bank

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

LANDLORD:
RDI Developers, LLC

Name: _____

By: _____
Name: ISAAC TRINZ
Title: MANAGER

Name: _____

STATE OF RHODE ISLAND)
) ss:
COUNTY OF PROVIDENCE)

On this 23rd day of August, 2005, before me personally appeared Roxanne E. Sicard, who, being by me duly sworn, did depose and say that she resides in Cranston, Rhode Island; that she is Assistant Secretary of CVS EGL HWY 524 COCOA FL, L.L.C., the corporation described in and which executed the above instrument and that she executed this instrument on behalf of said corporation and that she had authority to do so.

Mary A Swenson
NOTARY PUBLIC

MARY A. SWENSON NOTARY PUBLIC STATE OF

MY COMMISSION EXPIRES 08-24-07

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2005, before me personally appeared _____, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is _____ of _____, the corporation described in and which executed the above instrument and that he/she executed this instrument on behalf of said corporation and that he/she had authority to do so.

_____
NOTARY PUBLIC

STATE OF New York)
) ss:
COUNTY OF Nassau)

On this 19 day of Dec., 2005, before me personally appeared Isaac Trunk, who, being by me duly sworn, did depose and say that he/she resides at 488 Ross Pl Oceanside NY that he/she is Manager of RWI, LLC, the corporation described in and which executed the above instrument and that he/she executed this instrument on behalf of said corporation and that he/she had authority to do so.

_____
NOTARY PUBLIC

JEFFREY P. FALK
Notary Public, State of New York
No. 02FA4837275
Qualified in Nassau County
Commission Expires April 30, 2007

EXHIBIT A

Short Form Lease dated November 8, 1994

Lease Amendment No. 1 dated July 12, 1994

Commencement Date Agreement dated July 5, 1994

Prepared By and Return To:
Eckerd Corporation
Maureen Emmet-Miller, Esq.
Po Box 4689
Clearwater, Florida 34618

Store #3095

SHORT FORM LEASE

THIS SHORT FORM LEASE, made this _____ day of _____, _____ by and between Interchange Associates, Inc. _____ hereinafter referred to as "Landlord", and _____ Eckerd Corporation _____ a _____ Delaware _____ corporation, hereinafter called "Tenant", which terms "Landlord" and "Tenant" shall include the successors and assigns of the respective parties:

W I T N E S S E T H:

That Landlord, in consideration of the covenants of Tenant, does hereby lease and demise unto Tenant and Tenant hereby agrees to take and lease from Landlord for the term hereinafter specified, a storeroom located on land situated in the City of _____ Cocoa _____, County of _____ Brevard _____, State of _____ Florida _____, and more particularly described in Exhibit "B".

FOR TENANT TO HAVE AND TO HOLD for an initial term commencing thirty days after the completion of the above improvements or when Tenant opens said premises for the transaction of its business, whichever event occurs earlier, and terminating twenty (20) _____ years from the date of said commencement.

IT IS FURTHER AGREED that Tenant, at its option, shall be entitled to the privilege of _____ four (4) _____ successive extensions of this lease, each extension to be for a period of _____ five (5) _____ years.

IT IS FURTHER AGREED that Landlord will not directly or indirectly lease, rent, sell or otherwise permit any property in which it has any interests (direct or indirect) located within 1,000 feet of the exterior boundry of said premises for use as a drug store, without the written permission of Tenant.

IT IS UNDERSTOOD AND AGREED that this is a short form lease which is for the rents and upon the terms, covenants, conditions, rights, and liabilities contained in the collateral lease agreement dated _____ September 28, 1993 _____, and shall run with the land and continue for the term of said lease and any extensions thereof, and shall be binding upon the heirs, executors administrators, successors, and assigns of the parties hereto, which collateral lease agreement is and shall be made a part of this instrument as fully and completely as if the same were set forth herein. Said collateral lease agreement includes provisions wherein Tenant is granted certain exclusive operation rights in regard to the storeroom mentioned above.

CFN 95873848 10-12-95 04:55 pm
OR Book/Page: 3511 / 0710

Sandy Crawford
Clerk Of Courts, Brevard County
#Pgs: 3 #Names: 2
Trust: 2.00 Rec 13.00
Deed: 0.00 Excise: 0.00 Serv 0.00
Mtg: 0.00 Int Tax 0.00

IN WITNESS WHEREOF, the Landlord and Tenant agree to the foregoing instrument in its entirety as of the day and year first set forth above and have executed same on the day and year set forth in the acknowledgements below.

WITNESSES AS TO LANDLORD:

Printed Name WILLIAM JOHN MAIN

Printed Name SAIF Ebdawla HASSAN

LANDLORD
Interchange Associates, Inc.

By: _____
Its: President

Attest: _____
Its: _____

WITNESSES AS TO TENANT:

Printed Name Clarisse McEarvey

Printed Name Vice Consul of Saudi Arabia
Western Province

TENANT
Eckerd Corporation

By: _____
Vice President

Attest: _____
Assistant Secretary
Robert E. Lewis

STATE OF City of Jeddah
COUNTY OF Consulate General of the United States of America, SS:

Before me, the undersigned authority, on this day personally appeared Mahmoud M. I. Nashar and xxxxxxxxxxxxxxxxxxxxxxxx, as landlord of Interchange Associates, Inc., respectively, of Jeddah, Saudi Arabia, known to me to be the persons whose names ~~are~~ subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose therein expressed as the act and deed of said corporation, and in the capacity therein stated:

Given under my hand and seal of office, this 17th day of November, 1993

MY COMMISSION EXPIRES: Indefinitely

NoxaryxPuhxic

Jeannette E. Davis
American Consul

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, on this day personally appeared Robert D. Boos and Robert E. Lewis, as Vice President and Assistant Secretary, respectively, of Eckerd Corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose therein expressed as the act and deed of said corporation, and in the capacity therein stated:

Given under my hand and seal of office, this 9th day of November, 1994.

MY COMMISSION EXPIRES: _____

Barbara J. Eliason
Notary Public

BARBARA J. ELIASON
COMMISSION # CC 364246
EXPIRES MAY 24, 1998
BONDED THRU
ATLANTIC BONDING CO., INC.

OR Book/Page: 3511 / 0711

EXHIBIT "D"

LEGAL DESCRIPTION

OUTPARCEL A

That certain piece, parcel or tract of land located in Cocoa, Brevard County, Florida, more particularly described as follows:

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the Southwest corner of the East ½ of the Northwest Quarter of said Section 18, run N00°30'56"E, 218.60 feet, to the north Right-of-Way line of State Road 524 (State Road 528 reroute); thence N88°34'39"E, along said north Right-of-Way 113.35 feet, to the Point of Beginning of the herein described parcel of land; thence N01°25'21"W, 245.00 feet; thence N88°34'39"E, 221.00 feet; thence S01°25'21"E, 210.00 feet; thence S88°34'39"W, 135.00 feet; thence S01°25'21"E, 35.00 feet; thence S88°34'39"W, 86.00 feet, to the Point of Beginning.

Containing 1.13 Acres, more or less, and being subject to easements, restrictions, rights-of-way or limitations, either recorded or implied.

OR Book/Page: 3511 / 0712

INITIAL
MLG

CFN 2008079573, OR BK 5859 Page 8901, Recorded 04/25/2008 at 01:15 PM, Scott Ellis, Clerk of Courts, Brevard County

4 $55

4

PREPARED BY AND RETURN TO:
Charles L. Wood, Esq.
Hartman, Simons, Spielman & Wood, LLP
6400 Powers Ferry Road, Suite 400
Atlanta, Georgia 30339

Parcel ID: Part of 24-36-18-00-00251.1-00

ASSIGNMENT OF MAINTENANCE CONTRIBUTION

THIS ASSIGNMENT OF MAINTENANCE CONTRIBUTION is made and entered into this 16TH day of April, 2008, by and between **RDI DEVELOPERS, LLC,** a New York limited liability company (hereinafter "Assignor") and **HOME DEPOT U.S.A., INC.**, a Delaware corporation (hereinafter "Assignee"). In consideration of the payment to Assignor by Assignee of the sum of Ten and No/100 Dollars ($10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor shall and does hereby grant, transfer, set over and assign to Assignee the Maintenance Contribution described in that certain Shopping Center Easement Agreement dated August 25, 1995 between Interchange Associates, Inc., a Delaware corporation, as predecessor-in-interest to Assignor, recorded October 31, 1995 in Official Record book 3516, Page 4332, of the Public Records of Brevard County, Florida (the "Easement").

2. The undersigned, as Grantor under the above referenced Easement, hereby certifies to the best of its actual knowledge as of the date hereof the following:

   (a) That the Easement is in full force and effect and there are no assignments by Grantee, extensions, modifications, supplements or amendments thereto except those appearing of record in the Clerk of the Circuit Court, Brevard County, Florida;

   (b) That all material terms and conditions of the Easement to be performed by Grantee have been performed; there are no defaults in the payment of the maintenance contribution nor of any other covenants to be performed by Grantee under the Easement, and Assignor has not received any notice nor is aware of any actions, suits or claims regarding the Easement;

   (c) That there are no charges which the Assignor claims as additional liens upon the easement estate; and

   (d) That Assignor received the Maintenance Contribution due September 15, 2007 from Grantee in the amount of One Thousand, Three Hundred and Forty-Four and No/100 Dollars ($1,344.00).

RETURN TO:
FIDELITY NATIONAL TITLE INSURANCE COMPANY
ATTN: JENNIE CLAYTON
5690 W. Cypress St., Ste A
Tampa, FL 33607
NAPS / FNT File No NT06-0831

1001360-2 1630.2417000

3. Assignor hereby represents and warrants that it is the lawful owner of the Easement; that it has full power and authority to enter into this Assignment without the joinder of any other party nor are any consents necessary for assignment of the Maintenance Contribution; that all actions necessary to execute and deliver this Assignment have been duly taken and that the Easements are in full force and effect and have not been assigned, modified, supplemented or amended by Assignor except as may be described therein or in other non-exclusive assignments.

4. The parties hereto covenant and agree to execute all such further instruments and take all such further action as may be reasonably required by either party to fully effectuate the terms and provisions of this Assignment and the transactions contemplated herein, including but not limited to providing written notice to Grantee of the assignment of the Maintenance Contribution.

5. The covenants, warranties, representations and obligations contained in this Assignment shall survive the consummation of all transactions contemplated herein, and this Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

6. The captions of sections in this Assignment are for convenient reference only and are not to be construed in any way as part of this Assignment.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK;
Signatures appear on the following two (2) pages.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the date first above written

GRANTOR:

Signed, sealed and delivered in the presence of:

RDI DEVELOPERS, LLC, a New York limited liability company

Witness: _____

By: _____
ISAAC TRINK (aka IZHAK TRINK)

Print Name: _____

Its: Manager

Witness: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, day of April, 2008 by **ISAAC TRINK (aka IZHAK TRINK),** as the Manager of RDI Developers, LLC, a New York limited liability company, on behalf of the limited liability company. He is personally known to me or has produced _____ (type of identification) as identification.

_____
Notary Public
My Commission Expires: _____

(NOTARY SEAL)

EVA M. VIDALLON
Notary Public, State of New York
No. 01VI6075098
Qualified in Nassau County
Commission Expires June 3, 20__

GRANTEE:

HOME DEPOT U.S.A., INC., a Delaware corporation

Signed, sealed and delivered in the presence of:

Witness: _____

Print Name: Marie J. Vielot

By: _____

Print Name:

Its: Thomas K. Anderson
Corporate Counsel

Witness: _____

Print Name: MELISSE GUADALUPE

STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me this , day of April 14, 2008 by Thomas K. Anderson, as Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced _____ _____(type of identification) as identification.

Connie D. Rockwell
Notary Public
My Commission Expires: _____

(NOTARY SEAL)

CONNIE D. ROCKWELL
NOTARY PUBLIC
My Commission Expires October 16, 2011
Cobb County, Georgia

Fidelity Title

4720
11 cc

COCOA, FLORIDA
SR 524 & Industry Road
L/C: 009-1468

CFN 95886217 10-31-95 02:42 pm
OR Book/Page: 3516 / 4332

Sandy Crawford
Clerk Of Courts, Brevard County
#Pgs: 10 #Names: 2
Trust: 5.50 Rec: 41.00 Serv 11.00
Deed: 0.70 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

SHOPPING CENTER EASEMENT AGREEMENT

THE EASEMENT GRANT, dated August 25, 1995, is between INTERCHANGE ASSOCIATES, INC., a Delaware corporation ("Grantor") and McDONALD'S CORPORATION, a Delaware corporation ("Grantee"). The following statements are a material part of this Easement Agreement:

A. Grantee is the purchaser of a tract of land described as Parcel 1 on Exhibit A, attached.

B. Grantor is the owner of a tract of land described as Parcel 2 on Exhibit B, attached.

C. Grantor wishes to grant, and Grantee wishes to receive, easements over, under and across the driveways and access ways, sidewalks and walkways, exits and entrances and parking areas as depicted on Exhibit B attached.

THEREFORE, in consideration of the covenants contained in this Easement Agreement and other good and valuable consideration, the receipt of which is acknowledged, the following grants, agreements, covenants and restrictions are made:

1. EASEMENT FOR INGRESS AND EGRESS

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress, to and from Parcel 1, appurtenant to Parcel 1, over, upon and across the parking areas and spaces, driveways and access ways, sidewalks and walkways, exits and entrances, as depicted on Exhibit B attached.

2. EASEMENTS FOR UTILITIES

Grantor also grants and conveys to Grantee perpetual, non-exclusive easements, appurtenant to Parcel 1, for the purpose of installing, operating, maintaining, repairing, replacing and renewing any and all utility lines and related facilities, including storm water drainage outfall rights, over, above, along, under, in and across Parcel 2 wherever said utility lines or storm water drainage outfall are presently located.

3. MAINTENANCE

Grantor and Grantee covenant and agree to maintain in good condition and repair, or cause to be maintained and kept in repair, the parking, driveways and other common areas situated on their respective properties. The obligation of Grantor and Grantee to maintain, repair and keep in repair the parking, driveways and other common areas shall, without limiting the generality thereof, include the following:

A. Maintaining the surfaces at such grades and levels that they may be used and enjoyed as contiguous and homogeneous common areas and maintaining the surfaces in a level, smooth and

evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability; and

B. Removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep these areas in a neat, clean and orderly condition; and

C. Placing, keeping in repair, and replacing any necessary appropriate directional signs, striping markers and lines; and operating, keeping in repair and replacing, when necessary, artificial lighting facilities as shall be reasonably required; and

D. Maintaining any perimeter walls in good condition and state of repair; and

E. Maintaining all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping these areas at all times adequately weeded, fertilized and watered.

4. BARRIERS

Grantee may erect curbs, fences and landscaping on Parcel 1 in order to distinguish Parcel 1 from Parcel 2. Grantor shall not detract from the access rights of Grantee or prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic over, to, from and between Parcel 1 and Parcel 2.

5. CHANGES TO DRIVEWAYS AND ACCESS DRIVES

Grantor agrees that the access drives from State Road 524 shall not be changed or modified without Grantee's consent. Grantor agrees not to make any changes to the curb cuts abutting Parcel 1 within Parcel 2 which would in any way obstruct direct access to Parcel 1.

6. RULES AND REGULATIONS

Grantor and Grantee each reserve the right on their respective properties to enact reasonable rules and regulations affecting their respective properties relating to the conduct and operation of the parking areas and spaces, driveways and other common areas situated on their respective properties notwithstanding the grant of the easements herein provided. Each party shall use its best efforts not to allow its employees or the employees of Grantor's other tenants from parking on the other party's property.

7. COMPLIANCE WITH LAWS AND REGULATIONS - INDEMNIFICATION

Grantor and Grantee covenant and agree, with respect to their own properties, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other harmless against all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and attorney's fees) arising out of, or in any way related to, Grantor's or Grantee's failure to maintain their respective properties in a safe condition. Grantor and Grantee shall give prompt and timely notice of any claim made, or suit or action commenced, against the other party which would in any way result in indemnification under this Easement Agreement. The

covenants herein contained shall not be deemed a third party beneficiary contract for the benefit of employees, customers or business invitees of either of the parties.

8. MAINTENANCE CONTRIBUTION:

Grantee shall pay to Grantor an annual assessment of $1,000.00 on September 15 of each year as its contribution toward the expenses of maintenance of the easement areas. Said annual assessment shall be increased each year by 2 1/2 per cent.

9. MAINTENANCE EXPENSES

Grantor and Grantee further covenant and agree to pay the expense of maintaining and repairing the parking, ingress, egress and other common areas situated on their respective parcels, including the payment of all real estate taxes and assessments, subject only to the right to defer payment in a manner provided by law and/or in connection with a bonafide contest of such taxes or assessments, so long as the rights of the other party shall not be jeopardized by the deferring of payment.

10. DEFAULT

If there is a failure by Grantee to perform, fulfill or observe any agreement contained within this Easement Agreement, to be performed, fulfilled or observed by it, continuing for thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of Parcel 1, in each case after written notice, the Grantor may, at its election, cure such failure or breach on behalf of the Grantee. Any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by Grantee to Grantor, shall be paid to Grantor on demand, without contest, upon delivery of its invoice, together with interest at the lower of (1) the rate of ten percent (10%) per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the land of the defaulting party and the rights of the holder or holders of any mortgages or deeds of trust.

If there is a failure by Grantor to perform, fulfill or observe any agreement contained within this Easement Agreement, to be performed, fulfilled or observed by it, continuing for thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of Parcel 2, in each case after written notice, Grantee may, at its election, cure such failure or breach on behalf of the Grantor. Any amount which the Grantee shall expend for such purpose, or which shall otherwise be due, shall be deducted from Grantee's next annual assessment due Grantor. If said amount to cure should exceed Grantee's next annual assessment, Grantor shall pay Grantee the difference on demand, without contest upon delivery of its invoice, together with interest at the lower of (1) the rate of ten percent (10%) per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the land of the defaulting party and the rights of the holder or holders of any mortgages or deeds of trust.

11. COVENANTS RUNNING WITH LAND

The rights contained within this Easement Agreement shall run with the land and inure to, and be for the benefit of, Grantor and Grantee, their successors and assigns, and the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession. Only those rights of ingress and egress over driveways and access ways, sidewalks and walkways, exits and entrances, and right to parking shall inure to the benefit of customers and business invitees of the parties.

12. COVENANTS OF TITLE AND QUIET ENJOYMENT

Grantor warrants that he has good and indefeasible fee simple title to Parcel 2, and Grantor warrants and will defend the title to the easement premises owned by Grantor and will indemnify Grantee against any damage and expense which Grantee may suffer by reason of any lien, encumbrance, restriction or defect in the title or description of the easement premises.

13. LOT LIGHTS

Grantor agrees that the lot lights located within 100 feet of Parcel 1 and located within twenty-five (25) feet of all entrances shall be lit during the morning and evening hours while the Grantee's business is open, as natural light availability dictates. Grantee shall have the right to approve any changes or alterations to the lot lights located within 100 feet of Parcel 1.

14. TERMINATION OF LIABILITY

Whenever a transfer of ownership of either parcel takes place, the transferor will not be liable for a breach of this agreement occurring after a transfer, except that Grantee shall remain liable if it transfers its interest to a licensee or subsidiary corporation.

15. CONSTRUCTION

The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Grantee is carried out.

16. NOTICE

Grantor's address is 190 S. Sykes Creek Parkway, Merrit Island, FL 32952 and Grantee's address is One McDonald's Plaza, Oak Brook, Illinois 60521, Attention: Director, Real Estate Legal Department. Either party may lodge written notice of a change of address with the other. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

17. LEGAL PROCEEDINGS

If either party commences any legal proceedings to enforce the provisions hereof, the prevailing party in such proceedings shall be entitled to all costs incurred including reasonable attorneys fees at both the trial and appellate level. The parties agree that the venue of such proceedings shall be Brevard County, Florida, and each party waives the right to a jury trial.

To indicate their consent to this agreement, Grantor and Grantee, or their authorized officers or representatives, have signed this document.

GRANTOR: INTERCHANGE ASSOCIATES, INC., a Delaware Corporation

By: _____
MAHMOUD NASHAE,

ATTEST: PRESIDENT

By: _____

GRANTEE: McDONALD'S CORPORATION

By: _____ AS
Joseph R. Thomas -Asst. Vice President

ATTEST:

By: _____
Michael J. Sise, Assistant Secretary

WITNESS:

_____
WILLIAM J MAIN

_____
SALLY SIAM

WITNESS:

_____
Ellen Loess

_____
Sue Fisher

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A AND B)

Prepared by and Return to:

Denise Strom
Development Team Legal Department
McDONALD'S CORPORATION
711 Jorie Blvd.
Oak Brook, Illinois 60521

L:\RE\LEGAL\WORDDOCS\DSTROM\009-1468.DOC

OR Book/Page: 3516/ 4337

ACKNOWLEDGMENT - McDONALD'S

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Marylyn G. Rodgers, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Joseph R. Thomas, Assistant Vice President of McDonald's Corporation, a Delaware Corporation,who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Assistant Vice President and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14th day of August, 1995.

Marylyn G. Rodgers
Notary Public

My commission expires May 9, 1996

OFFICIAL SEAL
MARYLYN G RODGERS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 9,1996

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____ and _____ of _____ who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(she)(they) signed, sealed and delivered the said instrument as (his)(her)(their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, 19____.

_____ My commission expires _____.
Notary Public

ACKNOWLEDGMENT - CORPORATE

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____, President and _____, Secretary of _____, a(n) _____ corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such President and Secretary respectively and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, 19____.

_____ My commission expires _____.
Notary Public

I:\RELEGAL\WORDDOCS\MRODGERS\ASVP.DOC

OR Book/Page: 3516/ 4338

ACKNOWLEDGMENT

KINGDOM OF SAUDI ARABIA
WESTERN PROVINCE
CITY OF JEDDAH
CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA

The execution of the foregoing Easement and Maintenance Agreement was acknowledged before me, an officer duly authorized in the aforesaid jurisdiction to take acknowledgments by MAHMOUD NASHAR, President of INTERCHANGE ASSOCIATES, INC., a Delaware corporation, on behalf of said corporation on OCTOBER 23, 1995.

Consul of the United States
of America

DOUGLAS B. NEUMANN
CONSUL OF THE
UNITED STATES OF AMERICA

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

The execution of the foregoing Easement and Maintenance Agreement was acknowledged before me, an officer duly authorized in the aforesaid jurisdiction to take acknowledgments by _____, _____ of McDONALD'S CORPORATION, a Delaware corporation, on behalf of said corporation on _____, 1995.

_____
Notary Public

OR Book/Page: 3516/ 4339

Exhibit A

PARCEL 1:

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the Southwest corner of the East 1/2 of the Northwest Quarter of said Section 18, run N00o30'56"E, 218.60 feet, to the north Right-of-Way line of State Road 528 reroute; thence N88o34'39"E, along said north Right-of-Way 199.35 feet; thence N01o25'21"W, 35.00 feet; thence N88o34'39"E, 601.24 feet, to the Point of Beginning of the herein described parcel, thence N01o25'21"W, 215.00 feet; thence N88o34'39"E, 274.56 feet; thence S00o07'09"W, 49.90 feet, to a Point of Curve concave to the northwest; thence along the curve having a radius of 169.68 feet, a central angle of 88o27'30", an arc distance of 261.97 feet, to the Point of Tangency; thence S88o34'39"W, 103.60 feet, to the Point of Beginning.

UNSUITABLE
FOR
MICROFILM

EXHIBIT "B"

LEGAL DESCRIPTION

OR Book/Page: 3516/ 4340

SHOPPING CENTER PARCEL

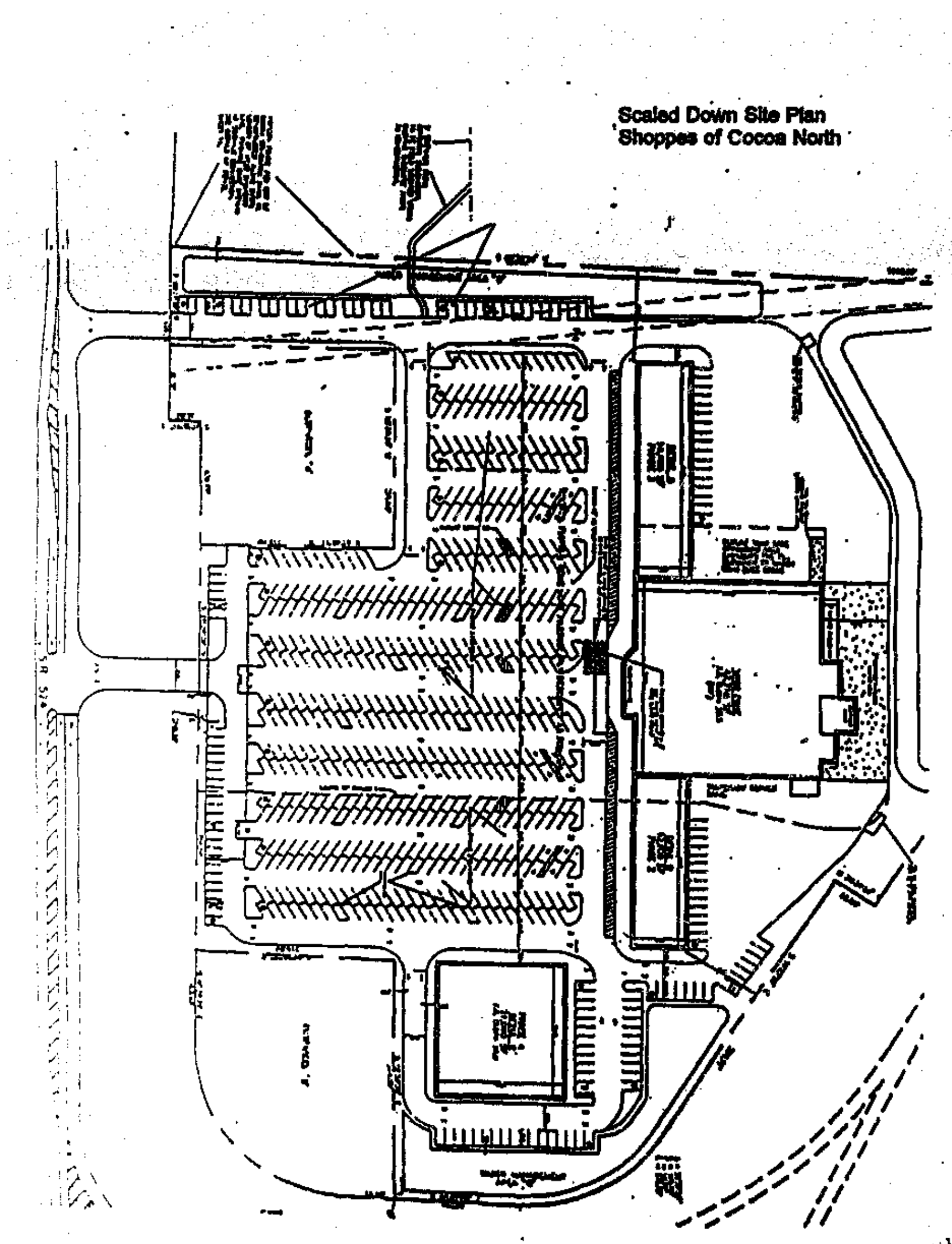
That certain piece, parcel or tract of land located in Cocoa, Brevard County, Florida, more particularly described as follows:

PARCEL 2:

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the southwest corner of the east ½ of the Northwest Quarter of said Section 18, run N00°30'36"E along the east line of the west ½ of the Northwest Quarter of said Section 18, a distance of 218.60 feet to the north right-of-way line of State Road No. 524 (State Road 528 Reroute) and the Point of Beginning of the herein described parcel of land; thence continue N00°30'36"E along said east line, 1,190.12 feet to a point on the southerly right-of-way line of State Road No. 528; thence run the following courses along said southerly right-of-way line: S59°25'26"E, 810.07 feet; S30°34'34"W, 50.00 feet; S59°25'26"E, 351.72 feet to the Point of Curvature of a curve concave southwesterly having a radius of 169.69 feet; thence southeasterly along the arc of said curve 176.35 feet, through a central angle of 59°32'35" to the point of tangency thereof; thence S00°07'09"W, 132.98 feet; thence leaving said southerly right-of-way line, run S88°34'39"W, 274.56 feet, thence S01°25'21"E, 215.00 feet to a point on the north right-of-way line of State Road No. 524 (State Road 528 Reroute); thence S88°34'39"W along said north right-of-way line, 466.24 feet; thence N01°25'21"W, 210.00 feet; thence S88°34'39"W, 221.00 feet; thence S01°25'21"E, 245.00 feet to a point on aforesaid north right-of-way line; thence S88°34'39"W along said north right-of-way line, 113.35 feet to the Point of Beginning.

Scaled Down Site Plan
Shoppes of Cocoa North



OR Book/Page: 3516/ 4341

UNSUITABLE
FOR
MICROFILM

Exhibit B

SHOPPES OF COCOA NORTH

Prepared by & Return to:
Joan Clark, City Clerk
City of Cocoa
603 Brevard Avenue
Cocoa, FL 32922

Parcel ID. #(s): _____

_____

CFN 2005275065 08-03-2005 09:56 am
OR Book/Page: 5510 / 1779

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 8 #Names: 2
Trust: 4.50 Rec: 65.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 nt Tax: 0.00

WATER LINE & INGRESS/EGRESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made the last date signed below, by INTERCHANGE ASSOCIATES, INC., a Delaware corp. which is authorized to do business in the State of Florida, and has a mailing address of 190 S. Sykes Creek Pkwy Suite 4, Merritt Island, Fl 32952 (hereinafter "**Grantor**") in favor of the **CITY OF COCOA**, a Florida municipal corporation, and having a mailing address of 603 Brevard Avenue, Cocoa, Florida 32902 (hereinafter "**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the developer of real property located within Brevard County, Florida; and

WHEREAS, Grantor has designed, permitted and constructed certain facilities for the provision of water to the Property, including water liens, water mains, pipes, service lines, tees, joints and appurtenances (hereinafter "Water Line Facilities"), for which **Grantor** intends to convey ownership of such Water Line Facilities to **Grantee**; and

WHEREAS, Grantee requires a non-exclusive perpetual easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such facilities, as well as a non-exclusive perpetual easement for ingress and egress across **Grantor's** property in order to access and use the Water Line Easement as provided herein; and

WHEREAS, providing of Water Line Facilities to the Property constitute a public purpose; and

NOW, THEREFORE, in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated fully herein by this reference.

2. **Grant of Easement**. **Grantor** hereby voluntarily grants and conveys to **Grantee**, subject to any previous and duly recorded easements or grants of record, a perpetual non-exclusive water line easement over, under, through, and across the real property described in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein by this reference (hereinafter "Water Line Easement"); and a perpetual non-exclusive ingress and egress easement across the real property legally described in **Exhibit "B"**, a copy of which is attached hereto and incorporated herein by this reference (hereinafter "Ingress/Egress Easement"). Said easements shall be of the nature and character and to the extent hereinafter set forth.

3. **Purpose of Water Line Easement**. The Water Line Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the property within the Water Line Easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such water line facilities as may be reasonably and customarily necessary for **Grantee** to provide water service to the Property.

4. **Purpose of Ingress/Egress Easement**. The Ingress/Egress Easement is granted for the express and sole purpose of allowing **Grantee** to perpetually us the property within the Ingress/Egress Easement to reasonably access its Water Line Facilities contained within the Water Line Easement for the purposes provided therein.

5. **Rights and Obligations of Grantee**. To accomplish the purpose stated above, and at Grantee's sole expense, the following rights are conveyed to **Grantee** by this Easement:

(a) the right for **Grantee** to inspect, alter, improve, construct repair, rebuild, relocate and remove, connect to, disconnect from, and maintain the Water Line Facilities and related appurtenances within the Water Line Easement;

(b) all other rights and privileges reasonably and customarily necessary or convenient for Grantee's safe and efficient operation, maintenance, and/or repair of the Water Line Facilities; including convenient and reasonable access to such facilities; and

(c) for the enjoyment and use of said easements for the purposes described above.

In addition, **Grantee** agrees to and shall promptly restore, or cause to be restored; the surface and subsurface of the real property described herein to the condition said property was in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement, relocation or any other use or work contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner acceptable to the **Grantor**. **Grantee** shall use its best efforts in its use of the easement areas to not interfere with use by **Grantor**, its tenants, guests and invitees of adjacent property owned by Grantor.

6. **Grantors Use of Easement**. Subject to and conditioned upon the provisions of Paragraph 3 and 4 of this Agreement, **Grantor** hereby reserves for itself the right to use the easement

areas; provided, however, that **Grantor's** use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with any of **Grantee's** easements, rights or interest under this Agreement. Notwithstanding anything to the contrary contained herein, Grantor shall not have the right to relocate the Water Line Easement on Grantor's property.

7. **Easements Run with the Land.** These easements shall remain a charge against the property. Therefore, these easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the easement property, or a portion thereof, relating to these easements, even though the conveyance makes no reference to these easements as such.

8. **Recordation. Grantee** shall record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement.

9. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of the **Grantee's** right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the **Grantee's** potential liability under state or federal law.

10. **Indemnification**. **Grantee** agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless **Grantor** from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability, arising from, out of, or caused by: **Grantee**, its officers, employees, agents, or contractors, negligent or intentional acts, errors, omissions in the operation, maintenance, construction, repair or other use contemplated herein of the Water Line Facilities, except to the extent of negligence or wanton misconduct of the **Grantor**.

The indemnification provided above shall obligate the **Grantee** to defend at its own expense or to provide for such defense, at the option of the **Grantor**, 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 **Grantor** which may result under this Agreement. In all events, the **Grantor** shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a rate deemed reasonable in Brevard County, Florida.

11. **Injunctive Relief**. The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

12. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Agreement was consummated in Brevard County, and the site of the easements is in Orange County, Florida.

13. **Notice**. All notices, demands, requests, consents, approvals or other communications

(collectively, ANotices@) required or permitted to be given hereunder or which are given with respect to this Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTOR:

190 S. Sykes Creek Pkwy.
Suite # 4
Merritt Island, Florida 32952
Attention: Michael G. Gaich

TO GRANTEE:

Attn: City Manager
City of Cocoa, Florida
603 Brevard Avenue
Cocoa, FL 32902

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Agreement. 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.

14 **Modification.** This Easement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

15. **Entire Agreement.** This Easement constitutes the full and entire agreement between the parties hereto and supercedes any oral or written prior communications between the parties related to the subject matter contained in this Easement. The laws of Florida shall govern this Easement.

IN WITNESS WHEREOF, Grantor and **Grantee** have set their respective hands on the day and year first below written.

WITNESSES:

Print Name: PHILIP STEWART

Print Name: GAZI MOHD. ASADUL HAQUE

GRANTOR

INTERCHANGE ASSOCIATES, INC.

By: _____
Mahmoud M. Nashar, President
Date: 2nd May, 2005

KINGDOM OF SAUDI ARABIA
WESTERN PROVINCE
CITY OF JEDDAH
CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA

Kingdom of Saudi Arabia
Western Province
City of Jeddah
Consulate General of the
United States of America

MAHMOUD M. NASHAR, President of INTERCHANGE ASSOCIATES, INC. a Delaware corporation, personally appeared before me on May 2nd, 2005 and acknowledged executing the Water Line & Ingress/Egress Easement Agreement on behalf of said corporation, and who produced the following identification: his Saudi passport.

BEN BALL
VICE CONSUL OF THE
UNITED STATES OF AMERICA

Consul of the United States
of America

GRANTEE

CITY OF COCOA ACCEPTANCE

CARL R. LARRABEE, JR. Utility Director

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY certify that the foregoing instrument was acknowledged before me this 18th day of July, 2005, by Carl R. Larrabee, Jr., as Utility Director of the City of Cocoa ☑ who is personally known to me, or ☐ who has produced _____ as identification.

Anne Folsom Quesada

ANNE FOLSOM QUESADA
MY COMMISSION # DD 132037
EXPIRES: July 27, 2006
1-800-3-NOTARY FL Notary Service & Bonding, Inc.

Notary Public, State of Florida

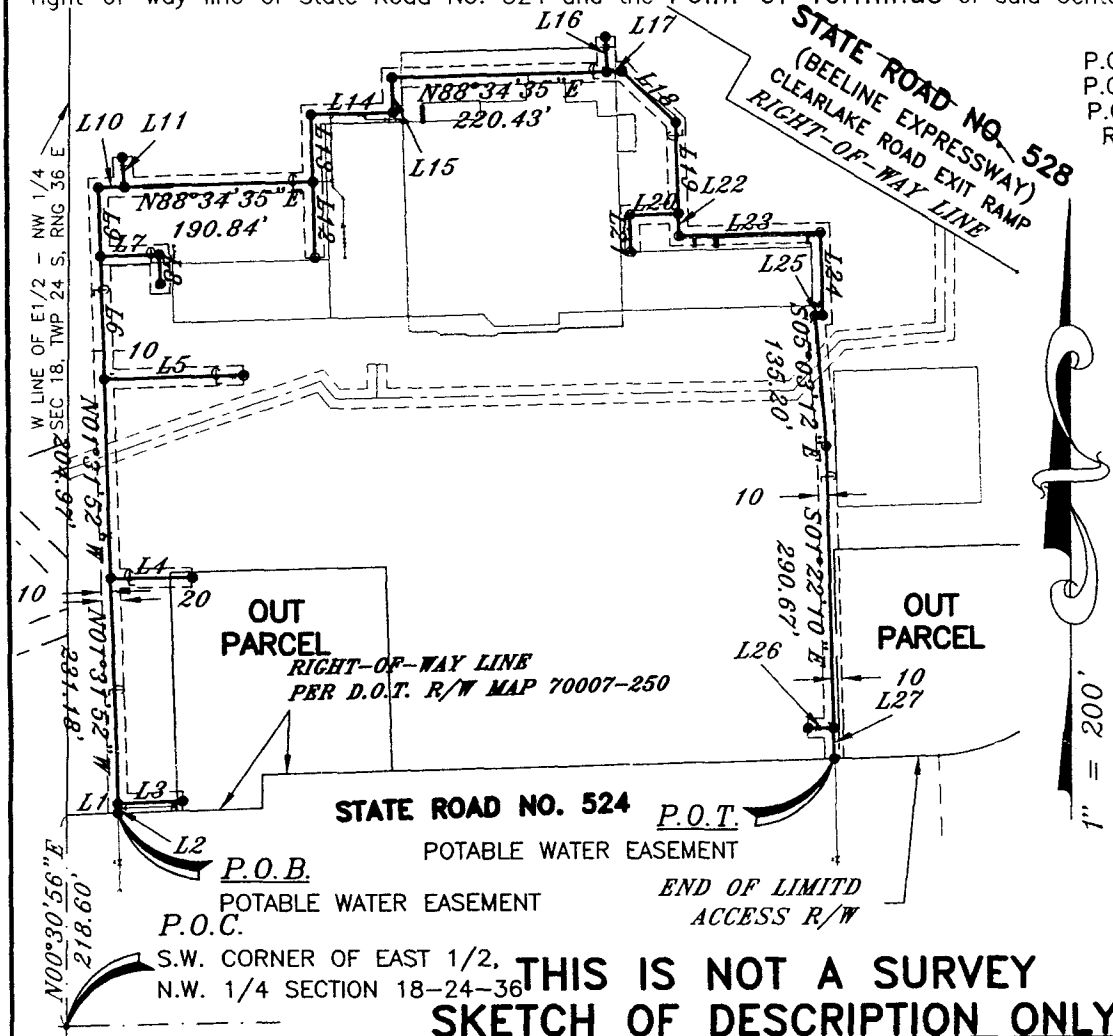
Print Name Anne Folsom Quesada

My commission expires: July 27, 2006

DESCRIPTION – WATER LINE

A 20-foot wide easement for a water line, under and across the East 1/2 of the Northwest 1/4 of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 18; thence run N00°30'56"E, along the West line of said East 1/2 of the Northwest 1/4 of Section 18, a distance of 218.60 feet; thence run N88°34'35"E, along the Northerly right-of-way line of State Road No. 524, a distance of 53.03 feet to the **Point of Beginning** of the Centerline of a 20-foot wide easement, said easement lying 10.00 feet on each side of the following described centerline; thence N01°31'52"W, 10.00 feet; thence N88°34'35"E, 66.00 feet; thence return S88°34'35W", 66.00 feet; thence N01°31'52"W, 231.18 feet; thence East, 83.00 feet; thence return West, 83.00 feet; thence N01°31'52"W, 204.97 feet; thence N88°37'44"E, 141.00 feet; thence return S88°37'44"W, 141.00 feet; thence N01°31'52"W, 121.41 feet; thence N88°28'08"E, 59.88 feet; thence S01°31'52"E, 30.17 feet; thence return N01°31'52"W, 30.17 feet; and S88°28'08"W, 59.88 feet; thence N01°31'52"W, 75.78 feet; thence N88°34'35"E, 27.15 feet; thence N03°54'22"W, 31.00 feet; thence return S03°54'22"E, 31.00 feet; thence N88°34'35"E, 190.84 feet; thence S01°27'22"E, 78.37 feet; thence return N01°27'22"W, 78.37 feet; thence N01°27'22"W, 69.17 feet; thence N88°34'35"E, 85.07 feet; thence N01°25'25"W, 36.00 feet; thence N88°34'35"E, 220.43 feet; thence N02°36'13"W, 36.00 feet; thence return S02°36'13"E, 36.00 feet; thence N88°34'35"E, 16.37 feet; thence S46°48'45"E, 77.06 feet; thence S01°39'11"E, 93.68 feet; thence S88°31'23"W, 51.50 feet; thence S01°28'37"E, 38.00 feet; thence return N01°28'37"W, 38.00 feet; and N88°31'23"E, 51.50 feet; thence S01°39'11"E, 23.20 feet; thence N88°34'35"E, 148.07 feet; thence S01°25'25"E, 85.20 feet; thence S88°34'35"W, 8.00 feet; thence S05°03'12"E, 135.20 feet; thence S01°22'10"W, 290.67 feet; thence N89°17'17"W, 27.00 feet; thence return S89°17'17"E, 27.00 feet; thence S01°22'10"E, 31.70 feet to the Northerly right-of-way line of State Road No. 524 and the **Point of Terminus** of said Centerline.



LEGEND

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.O.T. = POINT OF TERMINUS
R/W = RIGHT-OF-WAY
℄ = CENTERLINE

LINE TABLE

LINE	BEARING	LENGTH
L1	N88°34'35"E	53.03'
L2	N01°31'52"W	10.00'
L3	N88°34'35"E	66.00'
L4	N90°00'00"E	83.00'
L5	N88°37'44"E	141.00'
L6	N01°31'52"W	121.41'
L7	N88°28'08"E	59.88'
L8	S01°31'52"E	30.17'
L9	N01°31'52"W	75.78'
L10	N88°34'35"E	27.15'
L11	N03°54'22"W	31.00'
L12	S01°27'22"E	78.37'
L13	N01°27'22"W	69.17'
L14	N88°34'35"E	85.07'
L15	N01°25'25"W	36.00'
L16	N02°36'13"W	36.00'
L17	N88°34'35"E	16.37'
L18	S46°48'45"E	77.06'
L19	S01°39'11"E	93.68'
L20	S88°31'23"W	51.50'
L21	S01°28'37"E	38.00'
L22	S01°39'11"E	23.20'
L23	N88°34'35"E	148.07'
L24	S01°25'25"E	85.20'
L25	S88°34'35"W	8.00'
L26	N89°17'17"W	27.00'
L27	S01°22'10"E	31.70'

THIS IS NOT A SURVEY

SKETCH OF DESCRIPTION ONLY

The Description and this sketch have been prepared to conform with applicable Minimum Technical Standards as set forth by The Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. This Certification is a statement of professional opinion based on the surveyor's knowledge, information and belief, which is based on the existing field evidence and documentary evidence as provided to the surveyor and is not an expressed or implied warranty or guaranty. This sketch is for the sole and exclusive benefit of the parties named hereon and for the specific purpose noted, and must not be relied upon by any other individual or entity whatsoever, and is not transferable under any circumstances. No liability or responsibility is assumed by the undersigned surveyor for any other use of this sketch or to any party not specifically named hereon. This drawing is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper, and reproduction of this drawing without written permission of the surveyor is hereby forbidden.

JOB No. 92133.02 DRAWING No.9213302101

WILLIAM A. LANE,
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION No. 3913

DATE: 9/16/03

B.S.E. CONSULTANTS, INC.
CONSULTING-ENGINEERING-LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA (321) 725-3674
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

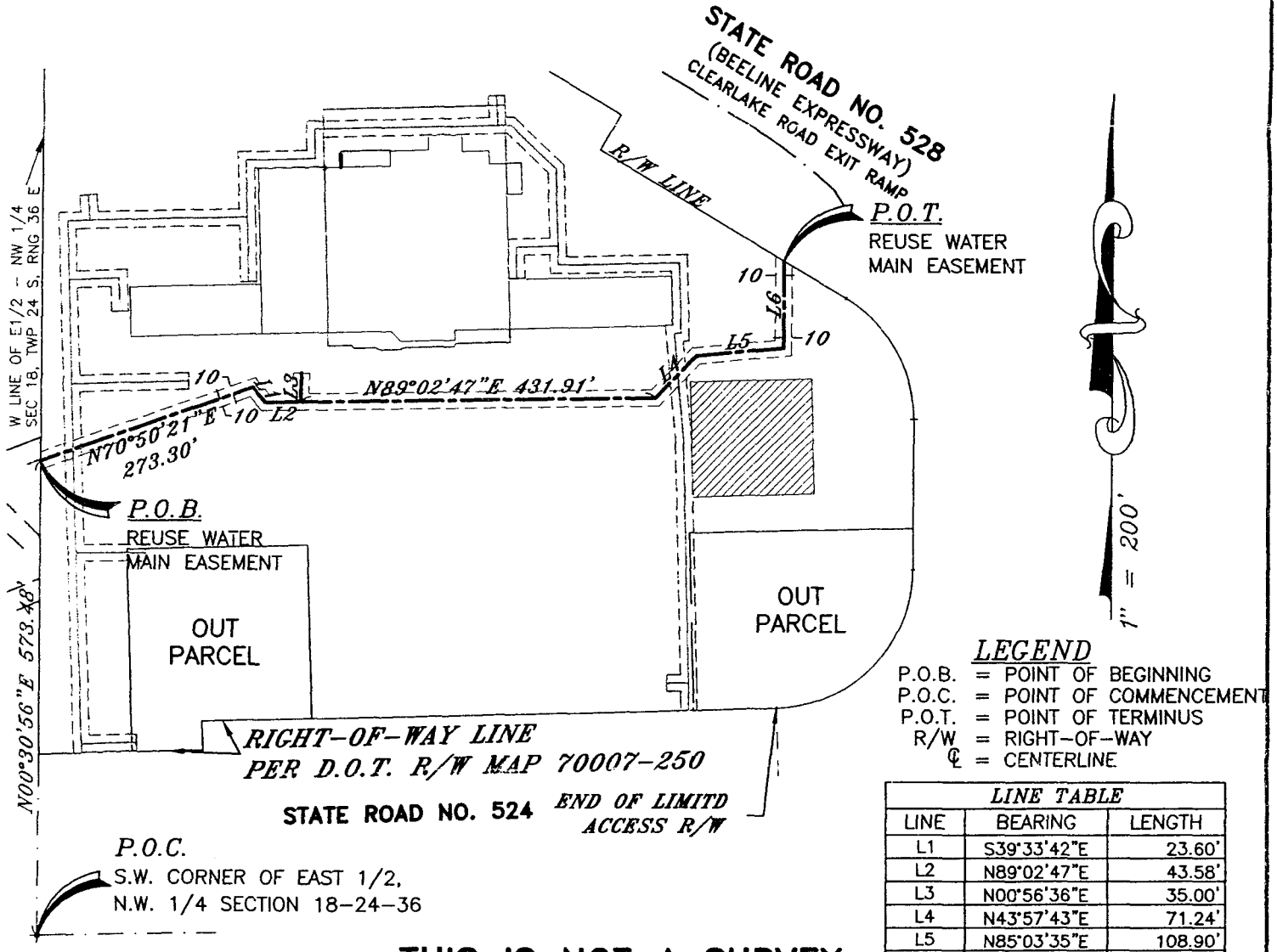
SCOTT M. GLAUBITZ,
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION No. 4151

© 2003 B.S.E. CONSULTANTS, INC.

DESCRIPTION – REUSE MAIN

A 20–foot wide easement for a reuse main, under and across the East 1/2 of the Northwest 1/4 of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 18; thence run N00°30'56"E, along the West line of said East 1/2 of the Northwest 1/4 of Section 18, a distance of 573.48 feet to the **Point of Beginning** of the Centerline of a 20–foot wide easement, said easement lying 10.00 feet on each side of the following described line; thence N70°50'21"E, 273.30 feet; thence S39°33'42"E, 23.60 feet; thence N89°02'47"E, 43.58 feet; thence N00°56'36"E, 35.00 feet; thence return S00°56'36"W, 35.00 feet; thence N89°02'47"E, 431.91 feet; thence N43°57'43"E, 71.24 feet; thence N85°03'35"E, 108.90 feet; thence N00°08'38"E, 105.71 feet to the South right–of–way line of State Road 528, and **Point of Terminus** of said Centerline.



LEGEND

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.O.T. = POINT OF TERMINUS
R/W = RIGHT–OF–WAY
℄ = CENTERLINE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S39°33'42"E	23.60'
L2	N89°02'47"E	43.58'
L3	N00°56'36"E	35.00'
L4	N43°57'43"E	71.24'
L5	N85°03'35"E	108.90'
L6	N00°08'38"E	105.71'

THIS IS NOT A SURVEY
SKETCH OF DESCRIPTION ONLY

The Description and this sketch have been prepared to conform with applicable Minimum Technical Standards as set forth by The Florida Board of Professional Land Surveyors in Chapter 61G17–6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. This Certification is a statement of professional opinion based on the surveyor's knowledge, information and belief, which is based on the existing field evidence and documentary evidence as provided to the surveyor and is not an expressed or implied warranty or guaranty. This sketch is for the sole and exclusive benefit of the parties named hereon and for the specific purpose noted, and must not be relied upon by any other individual or entity whatsoever, and is not transferable under any circumstances. No liability or responsibility is assumed by the undersigned surveyor for any other use of this sketch or to any party not specifically named hereon. This drawing is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper, and reproduction of this drawing without written permission of the surveyor is hereby forbidden.

WILLIAM A. LANE,
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION No. 3913

DATE: 6/16/03

JOB No. 92133.02 DRAWING No.9213302102

B.S.E. CONSULTANTS, INC.
CONSULTING–ENGINEERING–LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA (321) 725–3674
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ,
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION No. 4151

H:\Projects Folder\92133.02\Drawings\100Survey\9213302102.dwg 09/15/2003 01:45:56 PM EDT

© 2003 B.S.E. CONSULTANTS, INC.

EXHIBIT B

That portion of the East 1/2 of the Northwest 1/4, less right of way for State Roads #528 and 524, in Section 18, Township 24 South, Range 36 East, Brevard County, Florida, which lies south of State Road #528; less and except the following:

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the Southwest corner of the East ½ of the Northwest Quarter of said Section 18, run N00°30'56"E, 218.60 feet, to the north Right-of-Way line of State Road 524 (State Road 528 reroute); thence N88°34'39"E, along said north Right-of-Way 199.35 feet; thence N01°25'21"W, 35.00 feet; thence N88°34'39"E, 601.24 feet, to the **Point of Beginning** of the herein described parcel, thence N01°25'21"W, 215.00 feet; thence N88°34'39"E, 274.56 feet; thence S00°07'09"W, 49.90 feet, to a Point of Curve concave to the northwest; thence along the curve having a radius of 169.68 feet, a central angle of 88°27'30", an arc distance of 261.97 feet, to the Point of Tangency; thence S88°34'39"W, 103.60 feet, to the **Point of Beginning.**

Work Request No. 2854538

Sec. 18, Twp 24 S, Rgo 36 E

Parcel I.D. 24-36-18-00-250.1-0
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

EASEMENT

This Instrument Proparod By
Name: Joe Perrotto
Co. Name: Florida Power & Light Company
Address: 9001 Ellis Rd
W. Melbourne, FL 32904
pg 2 of 3.

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

See attached Exhibit A

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay ca and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to s premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of easement area which might interfere with or fall upon the lines or systems of communications or power transmission distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabo granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or throu said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on Dec. 7, 2007

Signed, sealed and delivered in the presence of:

RDI DEVELOPERS
(Corporate's name)

(Witness' Signature)

By: _____
(President's signature)

Print Name: _____
(Witness)

Print Name: RAFI MANDELMAN

Print Address: _____

(Witness' Signature)

Attest: _____
(Secretary's signature)

Print Name: _____
(Witness)

Print Name: _____

Print Address: _____

(Corporate Seal)

STATE OF NY AND COUNTY OF Nassau. The foregoing instrument was acknowledged before me th 7 day of Decem, 2007, by RAFI MANDELMAN, and _____ respectively the _____ President and _____ Secretary of _____, a corporation, on behalf of said corporation, who are personally known to me or have produced Drivers Lic. a identification, and who did (did not) take an oath.

(Type of Identification)

My Commission Expires: 3/30/2010

Notary Public, Signature

Print Name Jorge L Winter

Jorge L. Winter
Notary Public, State of New York
No. 01WI4709734
Qualified in Nassau County
Commission Expires 3/30/2010

CFN 2008071671, P BK 57 Page 87, Recorded 04/15/2008 at 10:23 AM,
Scott Ellis, Clerk of Courts, Brevard County

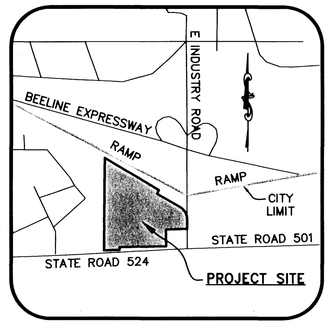
HOME DEPOT COCOA

SECTIONS 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

SECTIONS 18, TOWNSHIP 24 S, RANGE 36 E.

* See Scrivener's Aff. re: Sewer easement correction OR BK 5890 PG 4433

* See Scrivener Aff. re: dimensions noted on W boundry OR BK 5873 PG 5734



LOCATION MAP
N.T.S.

DESCRIPTION OF PROPERTY:

THAT PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4, LESS RIGHT OF WAY FOR STATE ROADS #528 AND #524, IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, WHICH LIES SOUTH OF STATE ROAD #528.

LESS AND EXCEPT THE FOLLOWING PARCEL:
BEING THE SAME LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED FROM INTERCHANGE ASSOCIATES, INC. TO McDONALD'S CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 3510, PAGE 3228, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SAID LANDS ALSO BEING DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST; THENCE N00°30'56"E, 218.60' FEET TO THE NORTH RIGHT OF WAY LINE OF SR 524 (ALSO KNOWN AS SR 528 REROUTE, A VARIABLE WIDTH RIGHT OF WAY AND THE **POINT OF BEGINNING**; THENCE CONTINUE N00°30'56"E, ALONG THE WEST LINE OF SAID EAST ½ OF THE NORTHWEST QUARTER A DISTANCE OF 1190.72 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE BEELINE EXPRESSWAY, A VARIABLE WIDTH RIGHT OF WAY); THENCE S59°25'26"E, ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 810.07 FEET; THENCE CONTINUE S30°34'34"W, A DISTANCE OF 50.00 FEET; THENCE CONTINUE S59°25'26"E, A DISTANCE OF 351.72 FEET TO THE POINT OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 169.69 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 176.34 FEET THROUGH A CENTRAL ANGLE OF 59°32'34" TO THE CURVES END; THENCE CONTINUE S00°07'09"W, A DISTANCE OF 132.98 FEET; THENCE S88°34'39"W, DEPARTING SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 274.56 FEET; THENCE S 01°25'21"E, A DISTANCE OF 215.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID STATE ROAD 524; THENCE S 88°34'39" W, ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 601.24 FEET; THENCE CONTINUE S 01°25'21" E, A DISTANCE OF 35.00 FEET; THENCE CONTINUE S88°34'39"W, ALONG SAID NORTH RIGHT OF WAY LINE OF STATE ROAD 524 A DISTANCE OF 199.35 FEET TO THE **POINT OF BEGINNING**.
CONTAINING 18.59 ACRES, MORE OR LESS.

PLAT NOTES:

1. BEARINGS ARE BASED ON THE SOUTHERLY R/W LINE OF STATE ROAD NO. 528 BEING ASSUMED AS S59°25'26"E.
2. ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED
3. LOT 1 IS RESERVED FOR THE CONSTRUCTION AND OPERATION OF HOME DEPOT STORE #9200 AND SHALL BE OWNED, OPERATED AND MAINTAINED BY HOME DEPOT U.S.A., INC., ITS SUCCESSORS AND/OR ASSIGNS.
4. LOT 2 & 3 ARE RESERVED FOR THE SHOPPES OF COCOA NORTH AND SHALL BE OWNED, OPERATED AND MAINTAINED BY RDI DEVELOPERS, LLC, ITS SUCCESSORS AND/OR ASSIGNS.
5. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUES CHAPTER 177.091 (7), 177.091 (8), & 177.091 (9).
6. THE UTILITY EASEMENTS AS PLATTED HEREUNDER MAY ALSO BE UTILIZED FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES AS PROVIDED BY SECTION 177.091, SUBSECTION (28), FLORIDA STATUTES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
7. SEE OFFICIAL RECORDS BOOK 5852, PAGE 7196, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA FOR JOINDER IN DEDICATION.
8. THE "NEW" REUSE WATER MAIN, THE "NEW" WATERMAIN AND THE "NEW" SANITARY SEWER EASEMENTS AS SHOWN AND DEPICTED ON THIS PLAT ARE HEREBY DEDICATED TO THE CITY OF COCOA, FLORIDA FOR THE PURPOSES OF INSTALLATION, MAINTENANCE AND REPAIR OF APPURTENANT FACILITIES AND/OR STRUCTURES.
9. THIS SUBDIVISION IS SUBJECT TO THE EASEMENTS, TERMS AND CONDITIONS OF THAT CERTAIN SHOPPING CENTER EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3516, PAGE 4332, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA.
10. THERE IS AN EXISTING "SHOPPING CENTER EASEMENT AGREEMENT" RECORDED IN OFFICIAL RECORDS BOOK 3516, PAGE 4332, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA FOR THE PURPOSES OF INGRESS/EGRESS AND UTILITIES OVER, UPON, ACROSS, ABOVE AND UNDER THE LANDS DESCRIBED BY THIS PLAT. THE EASEMENTS ARE MORE FULLY AND COMPLETELY DESCRIBED AND/OR DEPICTED IN SAID OFFICIAL RECORDS BOOK 3516, PAGE 4332.

SHEET SUMMARY	
PAGE #	
1	COVER SHEET
2	EXISTING TELEPHONE AND GAS EASEMENT
3	EXISTING FORCE MAIN EASEMENT
4	EXISTING & NEW SANITARY SEWER EASEMENT
5	EXISTING & NEW WATER MAIN EASEMENT
6	EXISTING & NEW REUSE WATER MAIN EASEMENT
7	DETAIL I OF EXISTING AND NEW REUSE WATER MAIN EASEMENT

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRES
AL	ARC LENGTH
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	DELTA ANGLE
E	EAST
EG	EXISTING GROUND
ESMT	EASEMENT
FD	FOUND
FT	FEET
FPL	FLORIDA POWER & LIGHT
ID#	IDENTIFICATION NUMBER
IP	IRON PIPE
N	NORTH
NR	NON-RADIAL
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PD&UE	PUBLIC DRAINAGE AND UTILITY EASEMENT
PDE	PUBLIC DRAINAGE EASEMENT
PG(S)	PAGE(S)
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POL	POINT ON LINE
PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
RAD	RADIAL
RB	RADIAL BEARING
RR	RAILROAD
S	SOUTH
UE	UTILITY EASEMENT
W	WEST

LEGEND

■ PERMANENT REFERENCE MONUMENT FOUND (4"x4" CONCRETE MARKER WITH METAL DISK STAMPED "PRM LB 4905") (UNLESS OTHERWISE NOTED)

⊡ PERMANENT REFERENCE MONUMENT SET (4"x4" CONCRETE MARKER WITH METAL DISK STAMPED "PRM LB 4905") (UNLESS OTHERWISE NOTED)

— THIS PLAT PREPARED BY —

B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION#: 4606
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE:	04/03/08
DRAWN:	DLS & REC
CHECKED:	LEH
DRAWING#	10950_300_301
PROJECT#	10950

2008 B.S.E. CONSULTANTS, INC.© H:\Projects Folder\10950\Drawings\10950_300Plats\dwg\10950_300_301-307.dwg April 3, 2008 10:24:11 AM RC

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, RDI DEVELOPERS, LLC, being the owner in fee simple of the lands described in

HOME DEPOT COCOA

Hereby dedicates said lands and plat for the uses and purposes herein expressed (subject to notes hereon).

IN WITNESS WHEREOF, RDI DEVELOPERS, LLC has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto.

By: _____ MANAGER
ISAAC TRINK

Witness: _____
Hassan Kamal, P.E.

_____ SEAL
MICHAEL GAICH

RDI Developers, LLC
488 Ross Place
Oceanside, NY 11572

STATE OF NY COUNTY OF Nassau

THIS IS TO CERTIFY, That on April 9, 2008, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Isaac Trink of the above named corporation incorporated under the laws of the State of New York to me known to be the individual and officer described in and who executed the foregoing Dedication and acknowledged the execution thereof to be their free act and deed as such officer thereunto duly authorized; that official seal of said corporation is duly affixed thereto; and that the Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

_____ SEAL
NOTARY PUBLIC

My Commission Expires, 11/1/2008

CERTIFICATE OF PLATTING SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered surveyor and mapper, does hereby certify that on 02/26/2008 he completed the boundary survey of the lands as shown on the foregoing plat; that said plat is a true and correct representation of a survey made under his responsible direction and supervision; that said survey is accurate to the best of his knowledge and belief; that permanent reference monuments (PRM's) have been placed as required by law, and further, that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, as amended.

LESLIE E. HOWARD
Professional Surveyor and Mapper
Florida Certification No. 5611
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, FL 32901

LB – 0004905
Certificate of Authorization Number

CERTIFICATE OF REVIEWING SURVEYOR FOR CITY OF COCOA

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

4/10/08

Robert M. Packard, PSM – Reg. Florida Surveyor & Mapper #3867 (As Reviewing Surveyor for the City of Cocoa, Florida)

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on 04/08/2008, the foregoing plat was approved by the City Council of the City of Cocoa, Florida.

Michael C. Blake, Mayor

ATTEST:
Joan Clark, City Clerk

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on 4-15-2008 at 10:23 AM. File No. 2008071671
Scott Ellis by Nancy Calhoun Clerk of the Circuit Court in and for Brevard County, Fla. ATTEST: Deputy Clerk

CFN 2008125930, OR BK 5873 Page 5734, Recorded 06/30/2008 at 10:51 AM, Scott Ellis, Clerk of Courts, Brevard County

SCRIVENER'S ERROR AFFIDAVIT

CONFIRMING AN ERROR OR OMISSION ON A RECORDED PLAT
(CHAPTER 177 141, FLORIDA STATUTES)

REFERENCE PLAT:

HOME DEPOT COCOA,
AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

UPON SUBSEQUENT REVIEW OF THE ABOVE MENTIONED PLAT THE FOLLOWING CORRECTION/CHANGE TO SAID PLAT IS HEREBY ENACTED

1 AS TO THE DIMENSION OF 1190 72' SHOWN ALONG THE WEST BOUNDARY OF THE PLAT, THIS DIMENSION IS CONSISTENT WITH THE DESCRIPTION CONTAINED WITHIN THE TITLE OPINION, HOWEVER, SAID DIMENSION HAS BEEN FOUND TO BE IN ERROR AND IS HEREBY CORRECTED TO BE 1190 12'

2 THE LETTER "R" WAS NOT INCLUDED IN THE ABBREVIATIONS AND IS HEREBY DEFINED AS RADIUS

3 BASED UPON THE INCORRECT DIMENSION REFERENCED IN NOTE 1 ABOVE, THE ACREAGE OF THE OVERALL TRACT IS HEREBY AMENDED TO BE 18 56 ACRES

THIS AFFIDAVIT SUPERSEDES ALL PREVIOUS AFFIDAVITS FOR THIS PLAT

LESLIE E HOWARD, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611
FOR B S E CONSULTANTS, INC

SWORN AND SUBSCRIBED BEFORE ME THIS 27TH DAY OF JUNE, 2008

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES 3/23/2012

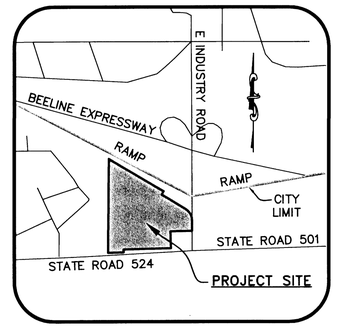
KATHY M. MOORE
Comm# DD0765413
Expires 3/23/2012
Florida Notary Assn., Inc

HOME DEPOT COCOA

SECTIONS 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK 57, PAGE 88
SHEET 2 OF 7
SECTIONS 18, TOWNSHIP 24 S, RANGE 36 E.

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

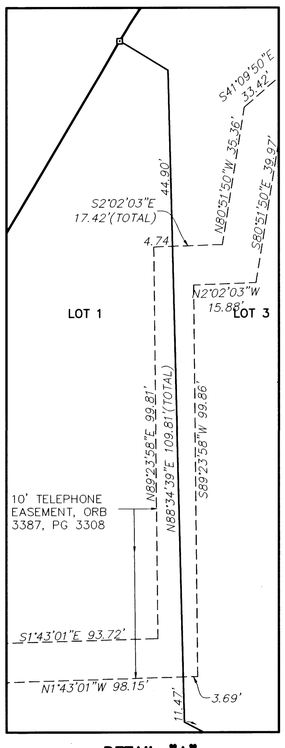


LOCATION MAP
N.T.S.

AL=176.34' R=169.69'
DEL=59°32'34"
CB=S29°39'09"E
CH=168.52'

STATE ROAD 528 AND 524
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP, SECTION 70007-2501 REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP

S00°07'09"W 132.98'
10.21'
53.78'
N0°07'09"E 49.91'
AL=261.96' R=169.69' CB=N44°20'54"E CH=236.71' DEL=88°27'30"
10' FPL ESMT ORB 5830, PG 9265
N78°29'27"E 81.73'
S78°29'27"W 79.67'
S1°52'09"E 180.47'
S88°07'51"W 10.00'
N1°52'09"W 119.89'
N89°04'49"W 13.10'
N41°09'50"W 34.26'
N11°30'33"W 10.00'
S89°04'49"E 18.18'
S41°09'50"E 33.42'
N30°34'34"E 14.27'
N80°51'50"W 35.36'
S2°02'03"E 17.42'
S80°51'50"E 39.97'
N89°23'58"E 99.81'
S89°23'58"W 99.86'
N2°02'03"W 15.88'
LOT 3
1.69 AC
SEE DETAIL "A"
S1°43'01"E 93.72'
N1°43'01"W 98.15'
N88°34'39"E 166.18' (LOT)
S59°25'26"E 351.72'
68.92'
N27°50'34"E
N1°25'25"W 140.18'
69.58'
N8°51'18"W
S01°25'21"E 215.00'
S88°34'39"W 274.56'
N88°34'39"E 103.61'
NOT A PART OF THIS PLAT
McDONALD'S CORPORATION
O.R.B. 3510, PG 3228
S58°14'58"E 178.42'
S30°34'34"W 50.00'
S47°42'50"E 32.65'
N47°42'50"W 32.67'
N58°14'58"W 173.87'
S58°01'12"E 78.94'
N58°01'12"W 75.09'
NORTH R/W LINE OF STATE ROAD 524
466.24'
S88°34'39"W 601.24'



DETAIL "A"
SCALE: 1" = 20'

STATE ROAD 528 (BEELINE EXPRESSWAY)
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP, SECTION 70007-2501 REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP
SOUTHERLY R/W LINE OF STATE ROAD 528 (BASIS OF BEARINGS)
S59°25'26"E 810.07'

LOT 1
15.74 AC

N89°13'45"E 326.97'
S89°13'45"W 321.41'
10' TELEPHONE ESMT ORB 3387, PG 3308
S59°53'56"W 286.45'
N59°53'56"E 294.77'
S01°25'21"E 210.00'
LOT 2
1.13 AC
135.00'
N88°34'39"E 221.00'
218.09'
S01°25'21"E 35.00'
SR 524
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP, SECTION 70007-2501 REVISED 06/23/1980}
NORTH R/W LINE OF STATE ROAD 524
SEE DETAIL "B"
86.00' (LOT)
N01°25'21"W 245.00' (LOT)
S8°05'05"E 968.28'
30' GAS LINE ESMT ORB 599, PG 315
N8°05'05"W 766.42'
113.35' (LOT)
S88°34'39"W 199.35'
WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24, SOUTH, RANGE 36 EAST.
N00°30'56"E 218.60'
SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST.
228.43'
200.62'
639.41'
645.46'
N00°30'56"E 1190.72'
FD CM ID# 2351
11.2' NORTH AND 18.7'
WEST OF END OF CHAIN
LINK FENCE (HELD AS PRM)
WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24, SOUTH, RANGE 36 EAST.
A REPLAT OF COVENTRY OF COCOA
PB 32, PAGE 76
POB
FD CM, NO ID#
5.4' WEST OF
END OF FENCE
(HELD AS PRM)
POC
SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

DETAIL "B"
SCALE: 1" = 20'

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

– THIS PLAT PREPARED BY –

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE:	04/03/08
DRAWN:	DLS & REC
CHECKED:	LEH
DRAWING#	10950_300_301
PROJECT#	10950

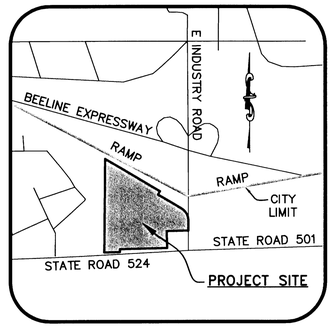
2008 B.S.E. CONSULTANTS, INC.© H:\Projects Folder\10950\Drawings\10950 300Plats\dwg\10950_300_301-307.dwg April 11, 2008 11:36:48 AM RC

HOME DEPOT COCOA

SECTIONS 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK 57, PAGE 89
SHEET 3 OF 7
SECTIONS 18, TOWNSHIP 24 S, RANGE 36 E.

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.



LOCATION MAP
N.T.S.

AL=176.34' R=169.69'
DEL=59°32'34"
CB=S29°39'09"E
CH=168.52'

STATE ROAD 528 AND 524
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP, SECTION 70007-2501 REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP

AL=20.57' R=169.69' DEL=6°56'43"
CB=N25°00'19"W CH=20.56

S00°07'09"W 132.98'
S78°21'57"W 6.04'(NR) 16.66'
S0°14'38"E 199.58'
N0°14'38"W 196.46'
N78°21'57"E 17.66'(NR)
N0°07'09"E 49.91'
4.77'

AL=261.96' R=169.68' DEL=88°27'30"
CB=N44°20'54"E CH=236.71'

S88°34'39"W 274.56'

LOT 3
1.69 AC

NOT A PART OF THIS PLAT
McDONALD'S CORPORATION
O.R.B. 3510, PG 3228

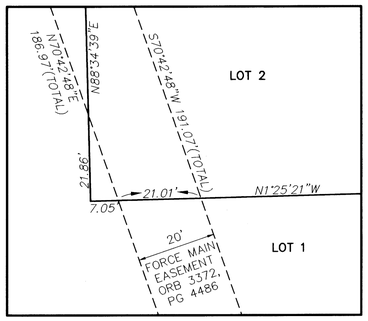
N88°34'39"E 103.61'

S01°25'21"E 215.00'
55.49'
208.98'

S59°25'26"E 351.72'

S30°34'34"W 50.00'

NORTH R/W LINE OF STATE ROAD 524



DETAIL "C"
SCALE: 1" = 20'

STATE ROAD 528 (BEELINE EXPRESSWAY)
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP, SECTION 70007-2501 REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP

S59°25'26"E 810.07' SOUTHERLY R/W LINE OF STATE ROAD 528 (BASIS OF BEARINGS)

LOT 1
15.74 AC

20' FORCE MAIN ESMT
ORB 3372, PG 4486

N88°18'00"E 853.97'(TOTAL)
S88°18'00"W 870.37'(TOTAL)

S88°34'39"W 601.24'

S1°25'21"E 3.28'

SR 524
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP, SECTION 70007-2501 REVISED 06/23/1980}

LOT 2
1.13 AC

146.32'

S01°25'21"E 35.00'

NORTH R/W LINE OF STATE ROAD 524

SEE DETAIL "C"

216.94'

S88°34'39"W 199.35'

S70°42'48"W 191.07'
N70°42'48"E 186.97'
112.61'
182.50'
21.26'

WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24, SOUTH, RANGE 36 EAST.

N00°30'56"E 218.60'

SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANG. 36 EAST.

N00°30'56"E 1190.72'

FD CM ID# 2351
11.2' NORTH AND 18.7'
WEST OF END OF CHAIN
LINK FENCE (HELD AS PRM)

WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24, SOUTH, RANGE 36 EAST.

A REPLAT OF COVENTRY OF COCOA
PB 32, PAGE 76

POB
FD CM, NO ID#
5.4' WEST OF
END OF FENCE
(HELD AS PRM)

POC
SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

— THIS PLAT PREPARED BY —
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 723-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE:	04/03/08
DRAWN:	DLS & REC
CHECKED:	LEH
DRAWING#	10950_300_301
PROJECT#	10950

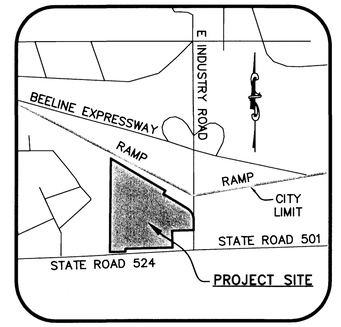
2008 B.S.E. CONSULTANTS, INC.© H:\Projects Folder\10950\Drawings\10950 300Plats\dwg\10950_300_301-307.dwg April 11, 2008 11:37:03 AM RC

HOME DEPOT COCOA

SECTIONS 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK 57, PAGE 90
SHEET 4 OF 7
SECTIONS 18, TOWNSHIP 24 S, RANGE 36 E.

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.



LOCATION MAP
N.T.S.

AL=176.34' R=169.69'
DEL=59°32'34"
CB=S29°39'09"E
CH=168.52'

STATE ROAD 528 AND 524
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP, SECTION 70007-2501 REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP

S00°07'09"W 132.98'
N0°07'09"E 49.91'
AL=26.96' R=69.69' CB=N44°20'54"E CH=26.71' DEL=88°27'30"
S88°34'39"W 274.56'
N88°34'39"E 103.61'
S01°25'21"E 215.00'

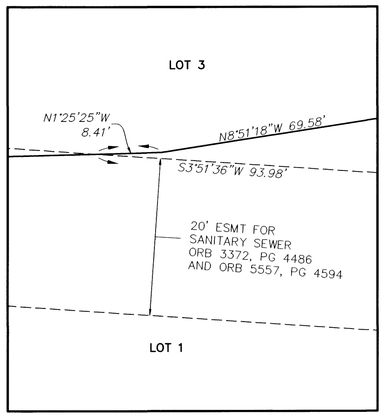
LOT 3
1.69 AC

NOT A PART OF THIS PLAT
McDONALD'S CORPORATION
O.R.B. 3510, PG 3228

S59°25'26"E 351.72'
S27°50'34"W 39.07'
SEE DETAIL "K"
95.48'
S3°51'36"W 347.95'
131.77'
N3°51'36"E 338.05'
N86°08'24"W 20.00'
20' ESMT FOR SANITARY SEWER ORB 3372, PG 4486 AND ORB 5557, PG 4594

S30°34'34"W 50.00'
S48°47'16"E 281.90'
N48°47'16"W 264.14'

NORTH R/W LINE OF STATE ROAD 524



DETAIL "K"
SCALE: 1" = 20'

STATE ROAD 528 (BEELINE EXPRESSWAY)
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP, SECTION 70007-2501 REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP
S59°25'26"E 810.07' SOUTHERLY R/W LINE OF STATE ROAD 528 (BASIS OF BEARINGS)

N88°17'34"E 313.37' (EXISTING EASEMENT)
312.24'
301.57'
S88°17'34"W 298.35' (EXISTING EASEMENT)

LOT 1
15.74 AC

S72°17'59"W 101.21'
S1°25'25"E 21.36'
S48°52'37"W 170.63'
S70°53'58"E 122.32'
N70°53'58"W 56.80'
N48°52'37"E 194.92'
N17°17'59"E 106.86'
S56°00'54"W 113.78'
N56°00'54"E 127.60'
NEW 20' EASEMENT FOR SEWER LINE & INGRESS / EGRESS
20' ESMT FOR SANITARY SEWER ORB 3372, PG 4486 AND ORB 5557, PG 4594
S72°46'38"W 46.66'
210.43'
S1°25'35"E 256.34'
219.32'
N1°25'35"W 261.06'

LOT 2
1.13 AC

202.08'
S11°05'48"E 195.14'
S78°54'12"W 20.00'
237.00'
N11°05'48"W 184.12'
S69°06'07"W 79.63'
N69°06'07"E 76.69'
21.48'
363.18'

SR 524
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP, SECTION 70007-2501 REVISED 06/23/1980}

S88°34'39"W 601.24'
S01°25'21"E 35.00'
NORTH R/W LINE OF STATE ROAD 524
S88°34'39"W 199.35'
SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST.
WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24, SOUTH, RANGE 36 EAST.
N00°30'56"E 1190.72'
N00°30'56"E 218.60'

FD CM ID# 2351
11.2' NORTH AND 18.7' WEST OF END OF CHAIN LINK FENCE (HELD AS PRM)

WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24, SOUTH, RANGE 36 EAST.

A REPLAT OF COVENTRY OF COCOA
PB 32, PAGE 76

POB
FD CM, NO ID#
5.4' WEST OF END OF FENCE
(HELD AS PRM)

POC
SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

– THIS PLAT PREPARED BY –
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: LB 7709
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 04/03/08
DRAWN: DLS & REC
CHECKED: LEH
DRAWING# 10950_300_301
PROJECT# 10950

2008 B.S.E. CONSULTANTS, INC.© H:\Projects Folder\10950\Drawings\10950 300Plats\dwg\10950_300_301-307.dwg April 11, 2008 11:36:53 AM RC

HOME DEPOT COCOA

SECTIONS 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK 57, PAGE 91
SHEET 5 OF 7
SECTIONS 18, TOWNSHIP 24 S, RANGE 36 E.

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

AL=176.34' R=169.69'
DEL=59°32'34"
CB=S29°39'09"E
CH=168.52'

STATE ROAD 528 AND 524
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP, SECTION 70007-2501 REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP

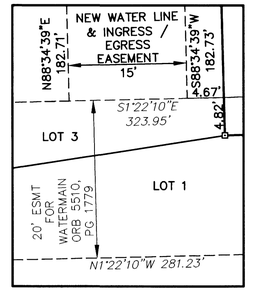
S00°07'09"W 132.98'
N0°07'09"E 49.91'
AL=261.96' R=169.68' DEL=88°27'30" CB=N44°20'54"E CH=236.71'
S1°25'21"E 15.00'
NEW WATER LINE & INGRESS / EGRESS EASEMENT
274.56'
S88°34'39"W
N88°34'39"E 182.71'
S88°34'39"W 182.73'
LOT 3
1.69 AC
NOT A PART OF THIS PLAT
McDONALD'S CORPORATION
O.R.B. 3510, PG 3228
SEE DETAIL "D"
SEE DETAIL "F"
N88°34'39"E 103.61'
219.67'
S01°25'21"E 215.00'
S1°25'25"E 123.12'
105.20'
94.36'
S5°03'12"E 123.62'
S1°22'10"E 323.95'
89.27'
N1°22'10"W 281.23'
277.35'
S59°25'26"E 351.72'
S48°44'42"E 52.40'
N48°44'42"W 41.12'
NEW WATER LINE & INGRESS / EGRESS EASEMENT
S30°34'34"W 50.00'
N5°03'12"W 144.28'
128.13'
16.15'
3.88'
N1°25'25"W 65.20'
N88°32'13"E 43.57'
N1°27'47"W 20.00'
S88°32'13"W 44.57'
NEW WATER LINE & INGRESS / EGRESS EASEMENT
SEE DETAIL "E"
N88°34'35"E 148.11'
S88°34'35"W 148.03'
S61°03'23"E 129.57'
N61°03'23"W 129.92'
20' ESMT FOR WATERMAIN ORB 5510, PG 1779
S1°39'11"E 111.08'
N88°34'35"E 10.68'
S2°36'13"E 26.20'
N1°39'11"W 79.49'
N1°39'11"W 23.19'
S88°31'23"W 31.53'
S1°28'37"E 28.00'
S88°31'23"W 20.00'
S46°48'45"E 79.74'
60.32'
74.39'
N46°48'45"W 68.80'
N88°31'23"E 51.47'
48.00'
N1°28'37"W
6.95'
S1°27'09"E 23.37'
S88°32'51"W 20.00'
N87°23'47"E 20.00'
N2°36'13"W 25.79'
N1°27'09"W 23.38'
N88°34'35"E 220.22'
S88°34'35"W 222.70'
204.19'
S1°25'25"E 36.00'
N1°25'25"W 36.00'
S1°25'25"E 140.00'
69.17'
N1°25'25"W
70.83'
N1°25'25"W
S88°34'35"W 84.37'
N88°34'35"E 84.37'
S88°34'35"W 20.00'
N8°30'54"E 160.16'
S8°30'54"W 154.47'
NEW WATER LINE & INGRESS / EGRESS EASEMENT
N88°34'35"E 171.92'
S88°34'35"W 198.63'
20' ESMT FOR WATERMAIN ORB 5510, PG 1779
S1°22'16"E 20.00'
S1°31'52"E 50.17'
N88°28'08"E 59.88'
S88°28'08"W 20.00'
N1°31'52"W 30.17'
S88°28'08"W 39.88'
106.44'
N56°00'54"E 129.00'
S56°00'54"W 145.28'
13.66'
N3°54'22"W 21.43'
S86°05'38"W 20.00'
S3°54'22"E 20.56'
S88°34'35"W 26.73'
20.06'
50.75'
S1°31'52"E 280.36'
S1°24'25"E 20.00'
NEW WATER LINE & INGRESS / EGRESS EASEMENT
N88°35'35"E 114.82'
S88°35'35"W 114.78'
SEE DETAIL "H"
SEE DETAIL "G"
N88°34'35"E 56.02'
S1°31'52"E 210.93'
82.04'
S1°31'52"E 185.20'
N1°31'52"W 653.33'
20' ESMT FOR WATERMAIN ORB 5510, PG 1779
43.03'
S88°34'39"W 199.35'
N00°30'56"E 218.60'
N00°30'56"E 1190.72'
LOT 1
15.74 AC
LOT 2
1.13 AC
SR 524
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP, SECTION 70007-2501 REVISED 06/23/1980}
S01°25'21"E 35.00'
NORTH R/W LINE OF STATE ROAD 524
NORTH R/W LINE OF STATE ROAD 524
S88°34'39"W 601.24'
SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST.
STATE ROAD 528 (BEELINE EXPRESSWAY)
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP, SECTION 70007-2501 REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP
SOUTHERLY R/W LINE OF STATE ROAD 528 (BASIS OF BEARINGS)
S59°25'26"E 810.07'
FD CM ID# 2351
11.2' NORTH AND 18.7'
WEST OF END OF CHAIN
LINK FENCE (HELD AS PRM)
WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24, SOUTH, RANGE 36 EAST.
A REPLAT OF COVENTRY OF COCOA
PB 32, PAGE 76
WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24, SOUTH, RANGE 36 EAST.
POB
FD CM, NO ID#
5.4' WEST OF
END OF FENCE
(HELD AS PRM)
POC
SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

LOT 3
LOT 1
41.43'
N27°50'34"E 68.92'(TOTAL)
0.85'
0.47'
0.97'
12.82'
S1°25'25"E 105.20'(TOTAL)
S5°03'12"E 123.62'(TOTAL)
S88°34'35"W 7.35'(TOTAL)
13.90'
20' ESMT FOR WATERMAIN ORB 5510, PG 1779
N1°25'25"W 65.20'
N88°34'35"E 8.65'
N5°03'12"W 144.28'

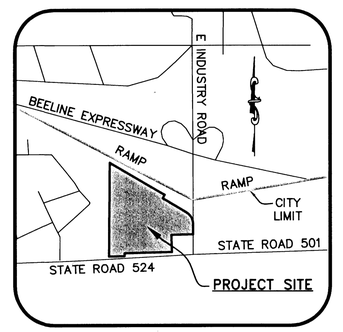
DETAIL "D"
SCALE: 1" = 10'

LOT 2
LOT 1
S0°00'00"E 20.00'
4.11'
22.34'
21.95'
15.34'
72.73'
N90°00'00"W
N90°00'00"E 73.26'
20' ESMT FOR WATERMAIN ORB 5510, PG 1779

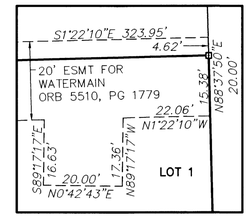
DETAIL "H"
SCALE: 1" = 20'



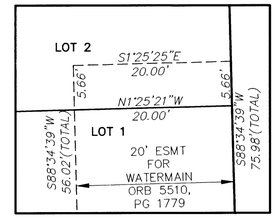
DETAIL "E"
SCALE: 1" = 10'



LOCATION MAP
N.T.S.



DETAIL "F"
SCALE: 1" = 20'



DETAIL "G"
SCALE: 1" = 10'

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

– THIS PLAT PREPARED BY –
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
372 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 04/03/08
DRAWN: DLS & REC
CHECKED: LEH
DRAWING# 10950_300_301
PROJECT# 10950

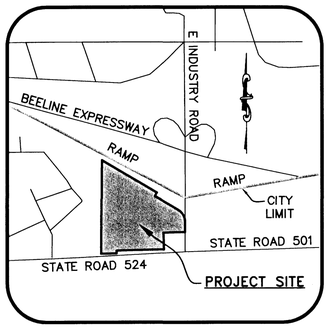
2008 B.S.E. CONSULTANTS, INC.® H:\Projects Folder\10950\Drawings\10950_300Plats\dwg\10950_300_301-307.dwg, April 11, 2008, 11:36:59 AM, RC

HOME DEPOT COCOA

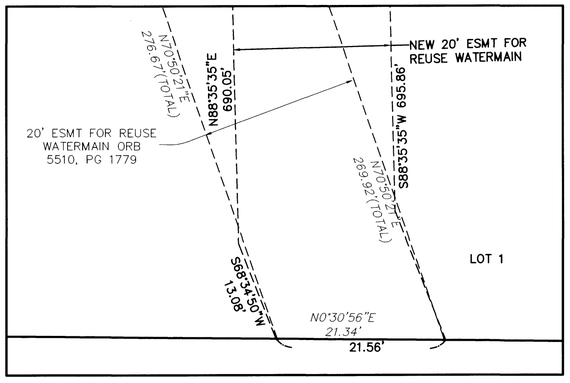
SECTIONS 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK 57, PAGE 92
SHEET 6 OF 7
SECTIONS 18, TOWNSHIP 24 S, RANGE 36 E.

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.



LOCATION MAP
N.T.S.



DETAIL "J"
SCALE: 1" = 10'

AL=176.34' R=169.69'
DEL=59°32'34"
CB=S29°39'09"E
CH=168.52'

STATE ROAD 528 AND 524
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP, SECTION 70007-2501 REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP

S00°07'09"W 132.98'
N0°07'09"E 49.91'
AL=261.96' R=169.69' DEL=88°27'30" CB=N44°20'54"E CH=236.71'
274.56'
S88°34'39"W
NOT A PART OF THIS PLAT
McDONALD'S CORPORATION
O.R.B. 3510, PG 3228
N88°34'39"E 103.61'
S01°25'21"E 215.00'
111.28'
23.19'
76.10'
58.40'
S0°08'38"W 108.99'
N0°08'38"E 102.44'
LOT 3
1.69 AC
S59°25'26"E 351.72'
S30°34'34"W 50.00'
DETAIL "I"
SEE SHEET 7
NORTH R/W LINE OF STATE ROAD 524

STATE ROAD 528 (BEELINE EXPRESSWAY)
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP, SECTION 70007-2501 REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP
SOUTHERLY R/W LINE OF STATE ROAD 528 (BASIS OF BEARINGS)
S59°25'26"E 810.07'

20' ESMT FOR REUSE WATERMAIN ORB 5510, PG 1779
N89°02'47"E 417.42'
S89°02'47"W 484.45'
NEW 20' EASEMENT FOR REUSE WATERMAIN
N88°35'35"E 690.05'
S88°35'35"W 695.86'
S88°34'39"W 601.24'
LOT 1
15.74 AC
S0°56'36"W 24.66'
S89°03'24"E 20.00'
N0°56'36"E 25.33'
N89°02'47"E 29.10'
S39°33'42"E 25.74'
21.46'
N39°33'42"W
N70°50'21"E 269.92'(TOTAL)
N70°50'21"E 276.67'(TOTAL)
SEE DETAIL "J"
SR 524
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP, SECTION 70007-2501 REVISED 06/23/1980}
LOT 2
1.13 AC
S01°25'21"E 35.00'
NORTH R/W LINE OF STATE ROAD 524
SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST.
S88°34'39"W 199.35'
WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24, SOUTH, RANGE 36 EAST.
N00°30'56"E 218.60'
344.10'
344.16'
N00°30'56"E 1190.72'
POB
FD CM, NO ID#
5.4' WEST OF
END OF FENCE
(HELD AS PRM)
POC
SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
FD CM ID# 2351
11.2' NORTH AND 18.7'
WEST OF END OF CHAIN
LINK FENCE (HELD AS PRM)
WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24, SOUTH, RANGE 36 EAST.
A REPLAT OF COVENTRY OF COCOA
PB 32, PAGE 76

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

– THIS PLAT PREPARED BY –
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE:	04/03/08
DRAWN:	DLS & REC
CHECKED:	LEH
DRAWING#	10950_300_301
PROJECT#	10950

2008 B.S.E. CONSULTANTS, INC.® H:\Projects Folder\10950\Drawings\10950 300Plats\dwg\10950_300_301-307.dwg, April 11, 2008 11:37:08 AM RC

HOME DEPOT COCOA

SECTIONS 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

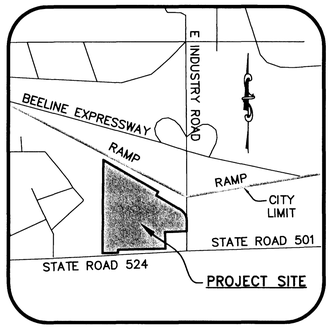
PLAT BOOK 57, PAGE 93
SHEET 7 OF 7
SECTIONS 18, TOWNSHIP 24 S, RANGE 36 E.

DETAIL "I"

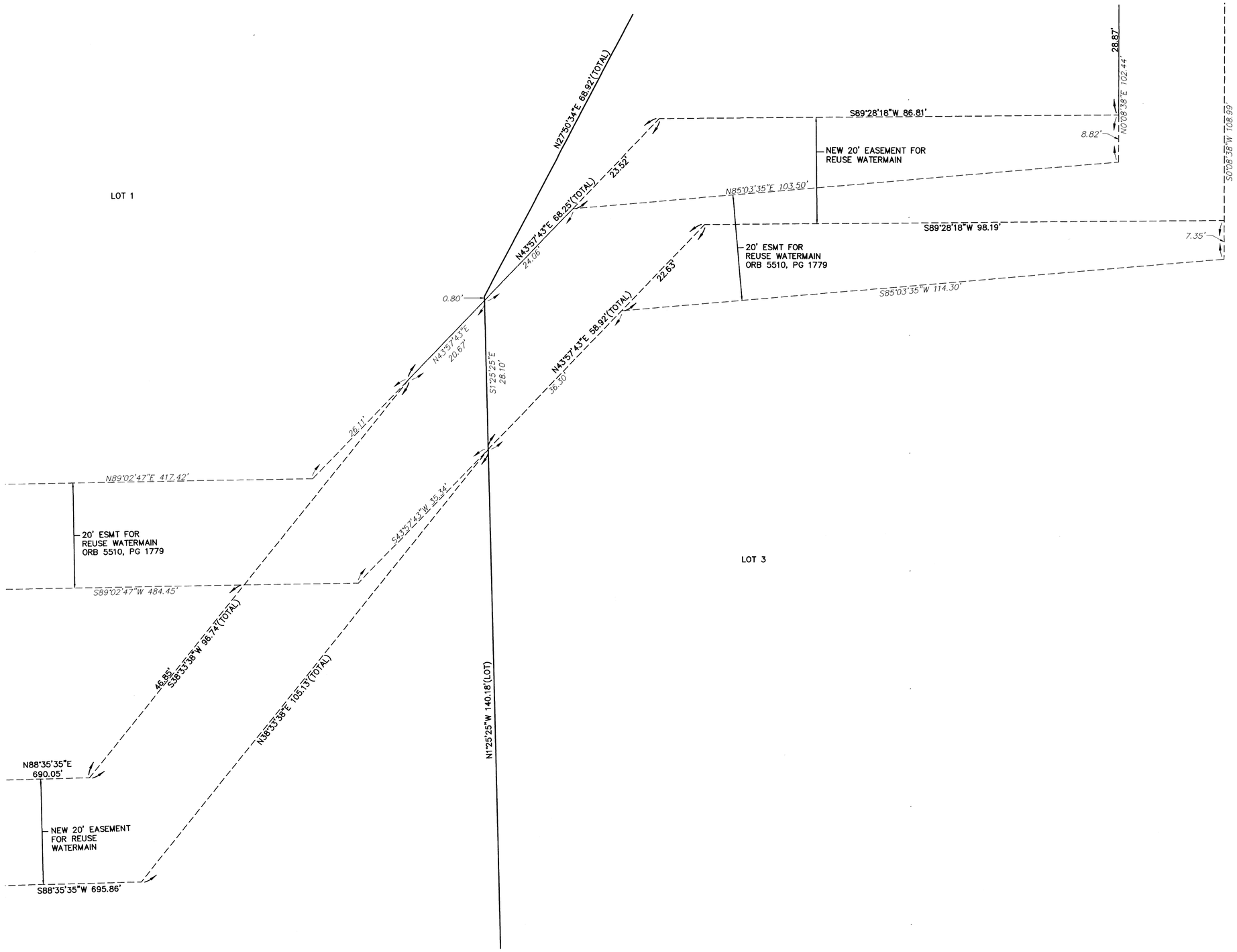
GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.



LOCATION MAP
N.T.S.



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

– THIS PLAT PREPARED BY –

B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 723-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE:	04/03/08
DRAWN:	DLS & REC
CHECKED:	LEH
DRAWING#	10950_300_301
PROJECT#	10950

2008 B.S.E. CONSULTANTS, INC.© H:\Projects Folder\10950\Drawings\10950 300Plats\dwg\10950_300_301-307.dwg April 11, 2008 11:37:12 AM RC

CFN 2008114925, OR BK 5870 Page 4433, Recorded 06/16/2008 at 09:05 AM, Scott Ellis, Clerk of Courts, Brevard County

SCRIVENER'S ERROR AFFIDAVIT

CONFIRMING AN ERROR OR OMISSION ON A RECORDED PLAT
(CHAPTER 177.141, FLORIDA STATUTES)

REFERENCE PLAT:

HOME DEPOT COCOA,
AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

UPON SUBSEQUENT REVIEW OF THE ABOVE MENTIONED PLAT THE FOLLOWING CORRECTION/CHANGE TO SAID PLAT IS HEREBY ENACTED:

1. AS TO THE SANITARY SEWER EASEMENT SHOWN ON SHEET 4 OF 7, THE DIMENSION SHOWN AS N70°53'58"W 56.80' IS HEREBY CORRECTED TO BE N70°53'58"W 139.18'.

2. AS TO THE SANITARY SEWER EASEMENT SHOWN ON SHEET 4 OF 7, THE DIMENSION SHOWN AS S70°53'58"E 122.32' IS HEREBY CORRECTED TO BE S70°53'58"E 117.73'.

THIS AFFIDAVIT SUPERSEDES ALL PREVIOUS AFFIDAVITS FOR THIS PLAT.

LESLIE E. HOWARD, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611
FOR: B.S.E. CONSULTANTS, INC.

SWORN AND SUBSCRIBED BEFORE ME THIS 13TH DAY OF JUNE, 2008.

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: 2/6/10

NOTARY PUBLIC STATE OF FLORIDA
(407) 398-0153
ALICIA L. MATEO
MY COMMISSION # DD515408
EXPIRES: Feb. 6, 2010
Florida Notary Service.com

First American Title Insurance Co

Order: 1534
Comment:
Wednesday, October 09, 2019 10:37 AM

State	County	Type	Document Information	Print Description
FL	Brevard	Document - Book.	5859.8898	Complete 3 Page(s)

3
2700

3|3

PREPARED BY AND RETURN TO:
Charles L. Wood, Esq.
Hartman, Simons, Spielman & Wood, LLP
6400 Powers Ferry Road, Suite 400
Atlanta, Georgia 30339

F

Parcel ID: Part of 24-36-18-00-00251.1-00

RETURN TO:
FIDELITY NATIONAL TITLE
INSURANCE COMPANY
ATTN: JENNIE CLAYTON
5690 W. Cypress St., Ste A
Tampa, FL 33607
NAPS / FNT File No NT06-0831

BILL OF SALE

RDI DEVELOPERS, LLC, a New York limited liability company (the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by **HOME DEPOT U.S.A., INC.**, a Delaware corporation ("Purchaser"), the receipt, adequacy and sufficiency of which are hereby acknowledged, has bargained and sold and by these presents does hereby grant, bargain, sell, assign, transfer and deliver unto Purchaser all of Grantor's right, title and interest, in and to (i) all rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances that are owned by Grantor, including, without limitation, rights to all minerals, oil, gas and other hydrocarbon substances on and under the land, all rights in and to adjacent streets, alleys and rights-of-way including any reversionary interests therein, as well as all development rights and credits, air rights, water, water rights and water stock, (ii) all unpaid amounts by reason of any taking by condemnation and/or for any damage to the land and improvements by reason of change of grade of any street or highway, (iii) all intangible property owned or held by Grantor including, without limitation, all permits, authorizations, approvals, leases, licenses, rental contracts and agreements, and (iv) all personal property including, without limitation, all equipment, maintenance equipment, signs, draperies, and carpeting which is owned by Grantor and used in the ownership, operation and maintenance of that certain property described in Exhibit "A" attached hereto and incorporated herein by this reference, and the buildings and improvements located thereon, items (i) through (iv) above are hereinafter collectively referred to as the "Property."

GRANTOR HEREBY REPRESENTS and warrants to Grantee that Grantor is the lawful owner of the Property; that the Property is free from all encumbrances claimed by all persons claiming, owning or holding by, through or under Grantor; that Grantor has good right to sale the Property, and that Grantor will warrant and defend the sale of the Property against the lawful claims and demands of all persons whomsoever claiming, owning or holding by, through or under Grantor.

TO HAVE AND TO HOLD the same unto Grantee and Grantee's successors and assigns forever.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK;
Signatures appear on the following page.

IN WITNESS WHEREOF, the undersigned has executed this Agreement under seal this the 16TH day of April, 2008.

GRANTOR:

RDI DEVELOPERS, LLC a New York limited liability company

Signed, sealed and delivered in the presence of:

Witness: _____

Print Name: RAFI HAMBELMAN

By: _____
ISAAC TRINK (a/k/a IZHAK TRINK)

Its: Manager

Witness: _____

Print Name: CRAIG NUSSBAUM

STATE OF New York

COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 11TH, day of April, 2008 by **ISAAC TRINK (a/k/a IZHAK TRINK)**, as the Manager of RDI Developers, LLC, a New York limited liability company, on behalf of the limited liability company. He is personally known to me or has produced DRIVERS LICENSE (type of identification) as identification.

_____
Notary Public
My Commission Expires: _____

(NOTARY SEAL)

EVA M. VIDALLON
Notary Public, State of New York
No. 01VI6075098
Qualified in Nassau County
Commission Expires June 3, 20 10

1001356-2 1630.2417000

Exhibit "A"
Legal Description

Lot 1, as shown on that certain subdivision plat of HOME DEPOT COCOA recorded April 15, 2008 in Plat Book 57, Page 87, of the Official Records of Brevard County, Florida

Description: Brevard,FL Document - Book.Page 5859.8898 Page: 3 of 3
Order: 1534 Comment:

19
163.00

19|14

Document prepared by and return to:

Hartman, Simons, Spielman & Wood, LLP
6400 Powers Ferry Road, N.W.
Atlanta, Georgia 30339
Attention: Charles L. Wood, Esq.

V
F

RETURN TO:
FIDELITY NATIONAL TITLE
INSURANCE COMPANY
ATTN: JENNIE CLAYTON
5690 W. Cypress St., Ste A
Tampa, FL 33607
NAPS / FNT File No NT66-0831

RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT

THIS RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT (this "**Agreement**") is made as of April 15, 2008, by and between RDI Developers, LLC, a New York limited liability company, whose mailing address is 3334 Long Beach Road, Suite 118, Oceanside, New York 11572 ("**RDI**") and HOME DEPOT U.S.A., INC., whose mailing address is 2455 Paces Ferry Road, Atlanta, Georgia 30339 ("**Home Depot**").

W I T N E S S E T H:

WHEREAS, RDI is the owner of those certain tracts of land described on **Exhibit A** attached hereto and made a part hereof, said property being collectively referred to herein as the "**RDI Property**"; and

WHEREAS, Home Depot is the owner of that certain of land shown on **Exhibit B** attached hereto and made a part hereof, said property being contiguous to the RDI Property, and being hereinafter referred to as the "**Home Depot Property**" (the RDI Property and the Home Depot Property being referred to collectively as the "**Properties**" and each a "**Property**"); and

WHEREAS, Home Depot desires to impose certain restrictions on the RDI Property for the benefit of the Home Depot Property; and

WHEREAS, Home Depot has agreed to grant RDI certain easements for the benefit of the RDI Property; and

WHEREAS, the creation, use and maintenance of the easements and restrictions granted herein will be beneficial to the Properties.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid by each party hereto to the other (including, with respect to Home Depot, RDI's conveyance to it of the Home Depot Property, and with respect to RDI, Home Depot's payment to RDI therefor), the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I - GRANT OF EASEMENT

Section 1.01. Access Easement. Home Depot, as grantor, hereby grants and conveys to RDI, as grantee, for the benefit of RDI and the RDI Property and for the use of the owner of the RDI Property and its Permitees (the term "Permitees" as used herein shall mean the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, assignees, tenants, subtenants, occupants, and concessionaires of the subject party) a non-exclusive, perpetual access easement, right and privilege appurtenant to and running with title to the RDI Property for the purpose of pedestrian and vehicular ingress and egress, on a continuous basis (subject to the following, however), over and across those certain curb cuts, entrances and exits, accessways, drive aisles and roadways shown as the cross-hatched areas on the site plan attached hereto as **Exhibit C** and made a part hereof ("**Site Plan**") as the same may be relocated from time to time by Home Depot (collectively, the "**RDI Access Easement Area**"), such passage and use to be in common with the owner of the Home Depot Property and its Permitees; provided, however, the Access Easement granted herein shall not include or otherwise grant any parking rights or easements and the use of such Access Easement shall be subject to the activities of the owner of the Home Depot Property in demolishing, constructing, maintaining and repairing the improvements thereon and the RDI Access Easement Areas.

Section 1.02. Access Easement. RDI, as grantor, hereby grants and conveys to the owner of the Home Depot Property, as grantee, for the benefit of Home Depot and the Home Depot Property and for the use of owner of the Home Depot Property and its Permitees, a non-exclusive, perpetual access easement, right and privilege appurtenant to and running with title to the Home Depot Property for the purpose of pedestrian and vehicular ingress and egress, on a continuous basis (subject to the following, however), over and across those certain curb cuts, entrances and exits, accessways, drive aisles and roadways shown as the cross-hatched areas on the Site Plan as the same may be relocated from time to time by RDI (collectively, the "**Home Depot Access Easement Area**"), such passage and use to be in common with the owner of the RDI Property and its Permitees; provided, however, the Home Depot Access Easement granted herein shall not include or otherwise grant any parking rights or easements and the use of such Home Depot Access Easement shall be subject to the activities of the owner of the RDI Property in demolishing, constructing, maintaining and repairing the improvements thereon and the Home Depot Access Easement Areas.

Section 1.03. Utility Easement. Home Depot and RDI, both as grantors, hereby grant, convey and declare to the other, as grantees, for the benefit of RDI and Home Depot, the RDI Property and the Home Depot Property, and for the use of RDI, Home Depot and their respective Permitees, a non-exclusive, perpetual, reciprocal easement, right and privilege (the "**Utility Easement**") in favor of both parties and appurtenant to and running with the respective title to the Properties over, under and through each of the Properties, exclusive of areas upon which buildings are located, for the purpose of connecting into, using, repairing, maintaining and replacing the underground gas, sanitary sewer, electrical conduits, cable television lines, telephone lines, irrigation systems, water pipes and lines and other related utility facilities ("**Utilities**") that are located thereon or that may be installed by the owner of the Home Depot

Property in the locations shown on the Site Plan or in such other locations as may be approved by the owner of the RDI Property, which approval shall not be unreasonably delayed or withheld; provided, however, the party exercising the Utility Easement granted herein shall be responsible for repairing any damage to the Properties resulting from such party's exercise of such Utility Easement. Each party as grantor of the Utility Easement hereunder shall be entitled, in its reasonable discretion, to relocate from time to time such Utilities located or constructed on its respective Property, provided such relocation does not interrupt nor diminish the capacity of such Utility service. RDI shall (i) cooperate with Home Depot in the relocation of Utilities during construction and development on the Properties to locate the Utilities such that they most efficiently serve both of the Properties and (ii) shall execute and deliver such documentation and take such action as may be required by the applicable utility providers or governmental authorities for the dedication or conveyance of such utility easements and the facilities therein to such provider(s) or authorities. Immediately following the date hereof, RDI shall install a separate meter for the portion of the irrigation system on the Properties ("Irrigation System") which provides reclaimed water for the RDI Property, which shall be billed directly to RDI, and a separate meter for the portion of the Irrigation System that provides reclaimed water for the "McDonald's Property" (as defined in Section 2.01 below), which shall be billed directly to the owner of the McDonald's Property. The parties acknowledge that the Irrigation System serves land in addition to the Properties and the McDonald's Property.

Section 1.04. Stormwater Management System. The **"Stormwater Management System"** shall mean that certain system of improvements designed and constructed to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42 of the Florida Administrative Code, which on the Properties shall include the detention pond and the stormwater drainage pipes, swales, culverts, catch basins and related structures.

(a) St. Johns River Water Management District. The St. Johns River Water Management District (the **"SJRWMD"**) shall have the following rights and powers with regard to Section 1.04 of this Agreement and to the Stormwater Management System on the Properties: (i) approval of all repairs and reconstructions of the Stormwater Management System, (ii) approval of amendments to this Section 1.04 relating to the Stormwater Management System, (iii) enforcement by proceeding at law or in equity of those portions of Section 1.04 relating to maintaining, operating and repairing the Stormwater Management System, and (iv) approval of modifications to the drainage flow in the Stormwater Management System.

(b) Drainage Easement. The Owner of the Home Depot Property hereby grants to the Owner of the RDI Property a non-exclusive, perpetual easement, right and privilege over, through, and across that portion of the Home Depot Property serving as a Stormwater Management System in order to drain rain water to the detention pond on the Home Depot Property. The Owner of the RDI Property hereby grants to the Owner of the Home Depot Property a non-exclusive, perpetual easement, right and privilege over, through and across that

portion of the RDI Property serving as a Stormwater Management System in order to drain rain water.

(c) Access Easement. Without limiting the obligations of the Owner of the RDI Property described in this Agreement, the Owner of the Home Depot Property shall have a non-exclusive, perpetual easement, right and privilege over, through and across the RDI Property for purposes of inspecting the Stormwater Management System thereon and, if necessary pursuant to this Section, performing maintenance, operation and repairs on the Stormwater Management System on the RDI Property. Without limiting the obligations of the Owner of the Home Depot Property described in this Agreement, the Owner of the RDI Property shall have a non-exclusive, perpetual easement, right and privilege over, through and across the Home Depot Property for purposes of inspecting the Stormwater Management System thereon and, if necessary pursuant to this Section, performing maintenance, operation and repairs on the Stormwater Management System on the Home Depot Property.

(d) Maintenance of the Stormwater Management System on the Home Depot Property. The Owner of the Home Depot Property shall be responsible for maintaining, operating, and repairing the Stormwater Management System on the Home Depot Property in good condition and in compliance with all applicable laws, rules, regulations and ordinances, including all applicable SJRWMD permits and regulations. On or before January 1 of each calendar year, the Owner of the RDI Property shall pay to the Owner of the Home Depot Property the amount set forth in Section 2.01 below, as adjusted pursuant to said Section, as an annual contribution toward the cost of such maintenance, operation and repair of the Stormwater Management System on the Home Depot Property (the **"Stormwater Management Fee"**). Notwithstanding any other provisions hereof, if the Owner of the RDI Property damages the Stormwater Management System on the Home Depot Property, the Owner of the RDI Property shall reimburse the Owner of the Home Depot Property for the costs and expenses for the repair and restoration of such damage pursuant to the provisions of Section 2.01 below.

(e) Maintenance of the Stormwater Management System on the RDI Property. The Owner of the RDI Property shall be responsible for maintaining, operating and repairing the Stormwater Management System on the RDI Property in good condition and in compliance with all applicable laws, rules, regulations and ordinances, including all applicable SJRWMD permits and regulations. If the Owner of the RDI Property fails to maintain, operate or repair the Stormwater Management System on its Property and such failure continues for ten (10) business days after notice from the Owner of the Home Depot Property (no notice shall be required in emergency situations), the Owner of the Home Depot shall, pursuant to the easement granted in this Section, be permitted to perform the necessary maintenance, operation or repair on the RDI Property and the Owner of the RDI Property shall reimburse the Owner of the Home Depot Property for the full costs associated therewith in the same manner as reimbursements are paid in Section 2.01 below.

(f) Further Requirements. If required by any applicable governmental or quasi-governmental authority, the owner of the RDI Property agrees to execute and deliver such documentation, including without limitation, any required easements or declarations, and/or join

any owner's association relating to the maintenance of the Home Depot Stormwater Management System and the RDI Stormwater Management System or other common facilities and to contribute funds to such owner's association as necessary for the maintenance of same.

Section 1.06 HD Shared Sign Easement. Home Depot hereby grants to RDI, for the benefit of the RDI Property, a non-exclusive easement and right to install, maintain, operate, repair and replace its sign panel(s) on the pylon sign located adjacent to the eastern entrance drive to the Properties as shown on the Site Plan (said pylon sign is referred to herein as the "HD Shared Sign"). The location of the sign panels on the HD Shared Sign shall be as set forth on **Exhibit D** attached hereto and by this reference made a part hereof (the "Sign Plan"), provided that either RDI or Home Depot may replace its individual sign panel(s) with different sign panel(s) as long as the party replacing such sign panel(s) obtains all required governmental approvals required, provided, further that Home Depot shall have the top panel of said HD Shared Sign, including the portion of the HD Shared Sign currently used to identify the name of the shopping center, and the size of the Home Depot panel(s) shall be the greater of (i) 73 square feet or (ii) sixty-three percent (63%) of the total sign fascia on the HD Shared Sign. RDI and Home Depot shall each be responsible for the costs of placing, maintaining and repairing its respective sign panel(s) on the HD Shared Sign. RDI shall promptly repair any damage to the Home Depot Property or the HD Shared Sign resulting from RDI's exercise of its rights under this Agreement, and shall indemnify and hold Home Depot harmless for any damage to property or persons resulting from RDI's exercise of its rights under this Agreement. Subject to the foregoing provisions, Home Depot shall maintain, repair and replace, if necessary, the structure of the HD Shared Sign, exclusive of the individual sign panels.

Section 1.07 RDI Shared Sign Easement. RDI hereby grants to Home Depot, for the benefit of the Home Depot Property, a non-exclusive easement and right to install, maintain, operate, repair and replace its sign panel(s) on the pylon sign located adjacent to East Industry Road as shown on the Site Plan (said pylon sign is referred to herein as the "RDI Shared Sign"). The location of the sign panels on the RDI Shared Sign shall be as set forth on the Sign Plan, provided that either RDI or Home Depot may replace its individual sign panel with a different sign panel as long as the party replacing such sign panel obtains all required governmental approvals required, provided, further that Home Depot shall have the top panel of the RDI Shared Sign as shown on the Sign Plan, including the portion of the RDI Shared Sign currently used to identify the name of the shopping center, and the size of the Home Depot panel(s) shall be the greater of (i) 50.77 square feet or (ii) thirty-four percent (34%) of the total sign fascia on the RDI Shared Sign. RDI and Home Depot shall each be responsible for the costs of placing, maintaining and repairing its respective sign panel(s) on the RDI Shared Sign. RDI hereby grants to Home Depot a non-exclusive, perpetual easement over, through, under and across the RDI Property as may be necessary for access to the RDI Shared Sign in order to perform the installation, maintenance, operation, repair and replacement of its sign panel as contemplated herein. Immediately following the date hereof, RDI shall (i) insure that each of the Signs is being serviced with electricity and is in good working order, and (ii) install a separate meter for utility service to the RDI Shared Sign, which shall be billed directly to RDI. Subject to the foregoing provisions, RDI shall maintain, repair and replace, if necessary, the structure of the RDI Shared Sign, exclusive of the individual sign panels, as well as the utility lines serving the RDI Shared

Sign. RDI shall cooperate with Home Depot in the procurement of any approvals needed by Home Depot for the HD Shared Sign or the RDI Shared Sign or its sign panels on the HD Shared Sign or the RDI Shared Sign (collectively referred to herein as the "Signs" and each a "Sign").

ARTICLE II - MAINTENANCE RESPONSIBILITIES

Section 2.01. Maintenance Obligations. The Home Depot Property and the Utilities located thereon shall be kept and maintained by the owner of the Home Depot Property (i) in good condition and repair, and (ii) in compliance with all applicable laws, rules, regulations and ordinances. The RDI Property and Utilities located thereon shall be kept and maintained by the owner of the RDI Property (i) in good condition and repair, and (ii) in compliance with all applicable laws, rules, regulations and ordinances. The HD Shared Sign shall be kept and maintained by the owner of the Home Depot Property (i) in good condition and repair, and (ii) in compliance with all applicable laws, rules, regulations and ordinances. The RDI Shared Sign shall be kept and maintained by the owner of the RDI Property (i) in good condition and repair, and (ii) in compliance with all applicable laws, rules, regulations and ordinances. The owner of the Home Depot Property shall illuminate the common areas located on the Home Depot Property sufficient to comply with applicable rules and regulations of applicable rules and regulations of applicable governmental authorities; provided, however, that during periods of construction on the Home Depot Property and prior to opening for business on the Home Depot Property, the owner of the Home Depot Property shall only be required to illuminate the areas immediately adjacent to the RDI Property and the parcel owned by McDonald's Corporation (the "McDonald's Property") located at the corner of East Industry Road and SR 524. Commencing on January 1, 2008, and on or before January 1 of each calendar year thereafter, the owner of the RDI Property shall deliver to the owner of the Home Depot Property One Thousand and No/100 Dollars ($1,000.00) as a contribution toward the cost of the maintenance of the RDI Access Easement Area, Two Hundred Fifty and No/100 Dollars ($250.00) as a contribution toward the cost of the maintenance of the Home Depot Stormwater Management System, Five Hundred and No/100 Dollars ($500.00) as a contribution toward the cost of the illuminating the common areas located on the Home Depot Property, and Three Hundred and No/100 Dollars ($300.00) as a contribution toward the cost of irrigation provided to properties other than the Home Depot Property by the Irrigation System (collectively, as the same may be increased from time to time, the **"Maintenance Fees"**). If the cost to Home Depot of irrigating properties other than that Home Depot Property exceeds Three Hundred Dollars per year, then Home Depot shall have the right to bill, and the owner of the RDI Property shall pay, fifty percent of such excess amount as an additional portion of the Maintenance Fees. The initial Maintenance Fees shall be increased by five percent (5%) as of January 1, 2010, and five percent (5%) as of January 1 of each successive second (2nd) anniversary thereafter. Notwithstanding any other provisions hereof, if the owner of the RDI Property, or any of its successors or assigns or their respective agents, representatives, contractors or tenants, damages the RDI Access Easement Area, the Utility Easement or the Home Depot Stormwater Management System, the owner of the RDI Property shall reimburse the owner of the Home Depot Property for the costs and expenses for the repair and restoration of such damage within thirty (30) days after receipt of an invoice from the owner of the Home Depot Property, and in the event the owner of the RDI Property fails to make such payment within such 30-day period, the owner of the RDI Property shall be required to pay

interest on the amount due at the lesser of (a) the maximum rate allowed by law or (b) four percent (4%) per annum above the "prime rate" then published in the Wall Street Journal, or similar publication in the event the Wall Street Journal ceases publication (the "Default Rate"), until payment is made. If the owner of the RDI Property fails to pay the owner of the Home Depot Property any amounts due pursuant to the provisions of this Agreement, then the owner of the Home Depot Property shall have the right to record a lien on the RDI Property for the amount of the unpaid costs, together with accrued interest at the Default Rate.

ARTICLE III – RDI PROPERTY COVENANTS

Section 3.01. Restrictions on RDI Property. The RDI Property shall be owned and used subject to the following restrictive covenants, which shall run with the land and be binding upon RDI and each of RDI's tenants, subtenants and other occupants, and its and their respective successors and assigns:

(a) No more than two (2) buildings or other structures shall be located on the RDI Property at any time. No building or structure of any kind located on the RDI Property, including the existing building, shall exceed one (1) story or twenty (20) feet in height (including parapet walls or any other projections of any kind other than rooftop mechanical equipment) or contain more than fifteen thousand (15,000) square feet or be located outside of the "Building Area" shown on the Site Plan. No building or pylon signage constructed or maintained on the RDI Property shall reduce the allowable signage for the Home Depot Property.

(b) Any construction on the RDI Property shall be conducted in a manner that will limit, to the maximum extent reasonably practicable, any interference with the operation of the Home Depot Property.

(c) Self contained parking sufficient to comply with applicable rules and regulations of applicable governmental authorities (without variance) shall be provided by the owner of the RDI Property with respect to the RDI Property at all times.

(d) No portion of the RDI Property shall be used for a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors; is a public or private nuisance; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; or creates unusual fire, explosive or other hazards.

(e) No portion of the RDI Property may be leased, used or occupied as or for a funeral parlor; flea market; discotheque; skating rink; bar (a bar being defined for purposes of this Agreement as an establishment offering the sale of alcoholic beverages for consumption on the premises where such sales are not incidental to the sale of food for on-premises consumption in a restaurant); unsupervised game room or amusement arcade; movie theater; automobile dealership or repair shop; barbecue or gas grill retail store; billiard parlor; bowling alley; industrial manufacturing; truckstop; adult bookstore

or establishment selling, exhibiting or distributing pornographic or obscene materials; massage parlor (which shall not include any massage therapy performed in a doctor's office or sports facility); so-called "head shop"; body and fender shop; off-track betting parlor; health spa in excess of 1,750 square feet; "social encounter" type restaurant (which for purposes hereof shall mean a restaurant, the primary purpose of which is the mixing and mingling of its patrons rather than dining); or any promotion, entertainment, or amusement activities such as traveling carnivals, fairs, auctions, shows, kiosks, booths for the sale of fire works, sales by transient merchants utilizing vehicles or booths, or other promotions of any nature. No portion of the RDI Property in excess of 5,000 square feet may be leased, used or occupied as or for a restaurant. No portion of the RDI Property in excess of 1,500 square feet may be leased, used or occupied for the sale or distribution of alcoholic beverages (except as incidental to the business being operated on the RDI Property); The sale of alcoholic beverages shall be deemed incidental if the gross sales derived from such alcoholic beverages are less than twenty-five percent (25%) of the total gross sales derived from the business operated on the RDI Property.

(f) No portion of the RDI Property shall be used for the sale, display, lease or distribution of lumber, hardware items, plumbing supplies, electrical supplies, paint, wallpaper and wallcoverings, hard and soft flooring (including, without limitation, tile, wood flooring, rugs and carpeting), interior design services, kitchens or bathrooms or components thereof (including, without limitation, tubs, sinks, faucets, mirrors, cabinets, showers, vanities, countertops and related hardware), indoor and outdoor lighting, window treatments (including, without limitation, draperies, curtains and blinds), cabinets, siding, ceiling fans, gardening supplies, nursery products (not to include cut flowers), pool supplies, patio furniture and patio accessories, non-patio furniture, kitchen appliances, closet organizing systems, pictures or picture framing, or Christmas trees, except for the incidental sale of such items. An "incidental sale of such items" is one in which there is: no more than the lesser of (i) 1,250 square feet of sales and/or display area relating to such items or materials of any store, or (ii) fifteen percent (15%) of sales and/or display area relating to such items or materials of any store.

(g) Prior to altering or constructing any buildings, signage, or other improvements on the RDI Property, RDI shall deliver to the owner of the Home Depot Property a grading plan, utility plan, site plan, exterior building elevations, drainage plan, signage plan and landscape plan for the RDI Property (collectively, the "Plans"). The Plans shall be subject to the prior approval by the owner of the Home Depot Property, in such owner's reasonable discretion, which approval shall not be unreasonably withheld or delayed.

(h) Unless approved by the owner of the Home Depot Property in writing upon a request by RDI, RDI shall not permit any signs or billboards on the RDI Property, nor any RDI sign panel(s) on the Shared Sign or the HD/CVS Sign, to contain advertisements for, or information about, any products or business that would not otherwise be permitted on the RDI Property pursuant to Section 3.01(f).

(i) Notwithstanding the foregoing, the restrictions set forth in this Section 3.01 shall not be applicable to the tenant under the Lease dated September 28, 1993 between Interchange Associates, Inc. and Eckerd Corporation.

Section 3.02. Security for RDI Property.

RDI acknowledges and agrees that Home Depot shall have no responsibility or obligation whatsoever to provide any security or crime prevention services for the benefit of the RDI Property and RDI hereby releases and agrees to hold harmless Home Depot from and against any and all liability or loss to RDI, its agents, employees, contractors or invitees arising out of or in any way connected with any trespass, criminal activity, damage or injury to persons or property at the RDI Property or the Home Depot Property.

ARTICLE IV - MISCELLANEOUS PROVISIONS

Section 4.01. Time of the Essence. Time is of the essence of this Agreement.

Section 4.02. Amendment. RDI and Home Depot hereby agree that, except to the extent otherwise set forth herein, only upon the written consent of the parties hereto may this Agreement be amended, modified or terminated.

Section 4.03. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge such party from its obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

Section 4.04. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

Section 4.05. Binding Effect; Appurtenance. This Agreement shall be binding upon and inure to the benefit of RDI and Home Depot and their respective successors and assigns, including successors in title. Notwithstanding the foregoing, each of RDI and Home Depot (each, an "**Owner**") shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Agreement that accrue during the period of time during

which such Owner holds fee simple title to the Properties or portion thereof. Upon conveyance of the Properties or a portion thereof, the Owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Property, or portion thereof conveyed, and the successor Owner shall become obligated hereunder for all matters arising from and after the date of conveyance. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the Home Depot Property and the RDI Property and shall run with title to, and be appurtenant to, such Properties.

Section 4.06. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, facsimile (provided that a copy thereof shall be sent concurrently to the intended recipient by one of the other methods provided herein), or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Purchaser:	RDI Developers, LLC 3334 Long Beach Road, Suite 118 Oceanside, New York 11572 Attention: Rafi Mandelman
With a copy to:	Ronald A. Kriss, Esq. Akerman Senterfitt One Southeast Third Avenue, 25th Floor Miami, Florida 33131
If to Home Depot:	Home Depot U.S.A., Inc. 2455 Paces Ferry Road, C-19 Atlanta, Georgia 30339-4024 Attention: Ms. Kate Peterson
With a copy to:	Home Depot U.S.A., Inc. 2455 Paces Ferry Road, C-20 Atlanta, Georgia 30339-4024 Attention: Vice President - Real Estate Law Group Store No.: 6394
and to:	Hartman, Simons, Spielman & Wood, LLP 6400 Powers Ferry Road, NW, Suite 400 Atlanta, Georgia 30339 Attention: Charles L. Wood, Esq.

or to such other address as any party may from time to time designate by notice in writing to the other parties. Any such notice, request, demand or communication shall be deemed to have been given on the date of mailing. The refusal to accept delivery by any party or the inability to

deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

Section 4.07. Remedies. In the event an Owner breaches the terms of this Agreement, the non-defaulting Owner may notify the defaulting Owner and shall specify the breach. If such breach is not cured within thirty (30) days after receipt of such notice, then such non-defaulting Owner shall have the right, in addition to all other remedies it may have at law or in equity, to cure the breach (even if such cure must be undertaken on the defaulting Owner's Property), and recover all actual costs and expenses related thereto from the defaulting Owner. Notwithstanding the foregoing, in the event that the breach of this Agreement, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on any Property, no notice shall be required prior to the non-defaulting Owner commencing such work or commencing a cure. Any monetary amounts due and payable to the non-defaulting Owner pursuant to this Agreement shall be paid within ten (10) days from the date the defaulting Owner is notified of the amounts due and shall bear interest at the Default Rate from the date of expenditure until the date of reimbursement. Except as otherwise set forth herein, the failure to pay any amounts due pursuant to this Agreement shall not entitle such non-defaulting Owner to file a lien or claim of lien against the Property owned by the defaulting Owner.

Section 4.08. Covenants Run With the Land. All the covenants, conditions, restrictions, easements, terms and provisions hereof are and shall be deemed to be covenants running with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each Owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

Section 4.09. Continuation Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any party hereto to cancel, rescind or otherwise terminate this Agreement. Such limitation, however, shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of such breach.

Section 4.10. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and exhibits hereto.

Section 4.11. Construction. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party hereto.

Section 4.12. Governing Law. This Agreement shall be construed in accordance with the laws of the State in which the Properties are located, without regard to conflicts laws or choice of law rules thereof.

Section 4.13. Estoppel Certificates. Upon the request of any party hereto, the other party shall issue to any party designated by the requesting party an appropriate certificate certifying whether the party to whom the request is made knows of any default under this Agreement or of any assignment, modification or amendment to this Agreement (and the nature and extent of any such default or other known matter) and whether, to that party's knowledge, this Agreement is in full force and effect. The certificate may be relied upon by a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary and shall constitute a waiver of any claim by the certifying party based upon facts contrary to the certificate of which that party had knowledge at the time of making the certificate. The certificate shall not subject the party furnishing the certificate to any liability for any inaccurate statement which such party in good faith believed was correct when made or any obligation to correct or disclose any change in the information certified.

Section 4.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered

In our Presence:

Witness:

Name:

Witness:

Name:

RDI:

RDI DEVELOPERS, LLC, a New York limited liability company

By:

Isaac Trink (a/k/a Izhak Trink), Manager

(SEAL)

Date of Execution by RDI:_____

Seller's FEIN: _____

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

Signed, sealed and delivered
In our Presence:

Witnesses:

Name: Marie S. Vidal

Name: IVELISSE GUADALUPE

Date of Execution by Home Depot: APR 14 08

Home Depot:

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: Thomas K. Anderson
Name:
Title: Thomas K. Anderson
Corporate Counsel

[CORPORATE SEAL]

HOME DEPOT U.S.A., INC. CORPORATE SEAL DELAWARE

STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me this 14, day of April, 2008 by Thomas K. Anderson, as Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced _____(type of identification) as identification.

Connie D. Rockwell
Notary Public
My Commission Expires: _____

(NOTARY SEAL)

CONNIE D. ROCKWELL NOTARY PUBLIC My Commission Expires October 16, 2011 Cobb County, Georgia

EXHIBIT "A"

RDI Property

Parcel 1 – New Retail Parcel

Lot 3, as shown on that certain subdivision plat of HOME DEPOT COCOA recorded April 15, 2008 in Plat Book 57, Page 87, of the Official Records of Brevard County, Florida

Parcel 2 – Pharmacy Parcel

Lot 2, as shown on that certain subdivision plat of HOME DEPOT COCOA recorded April 15, 2008 in Plat Book 57, Page 87, of the Official Records of Brevard County, Florida

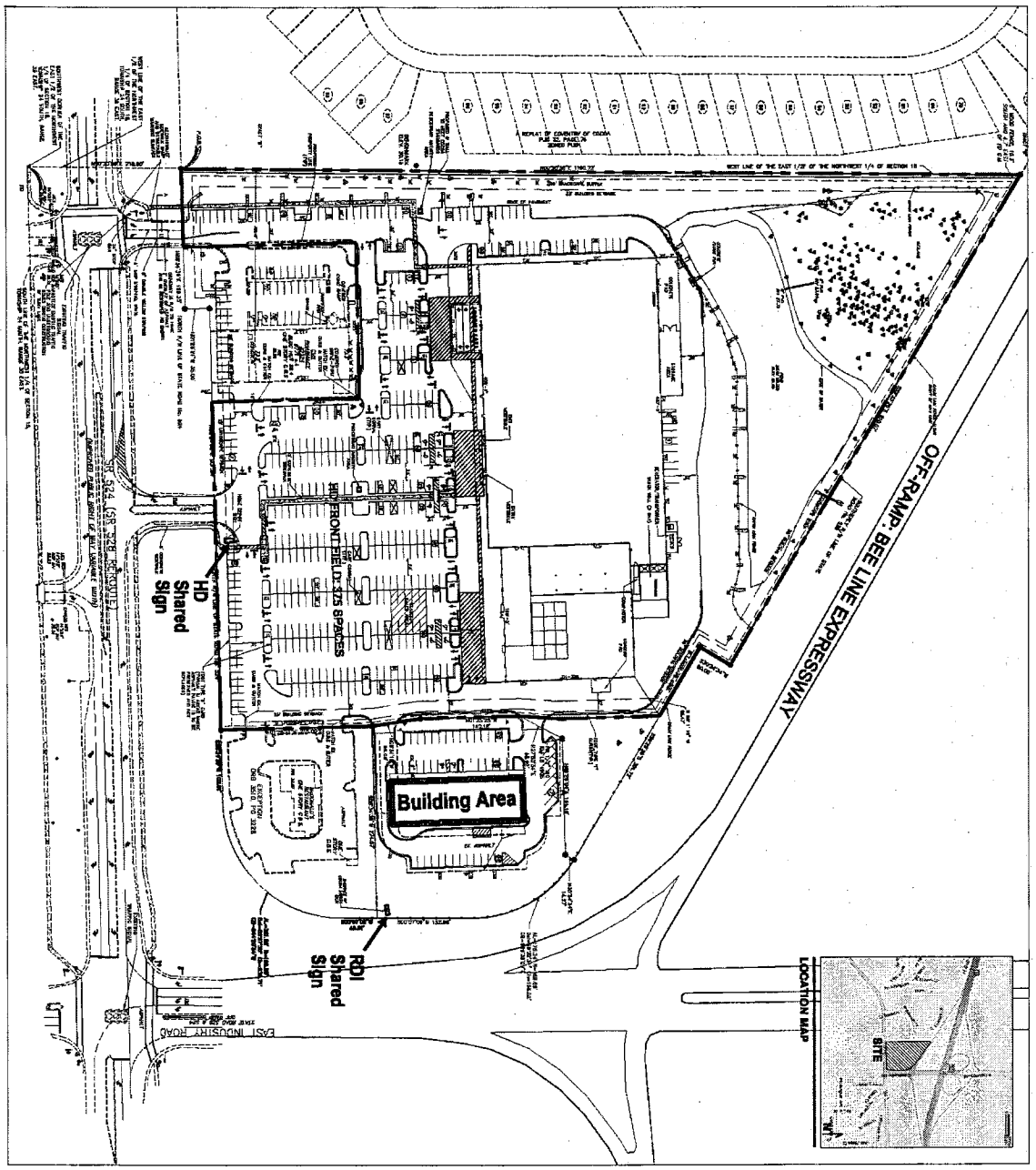
EXHIBIT "B"

Home Depot Property

Lot 1, as shown on that certain subdivision plat of HOME DEPOT COCOA recorded April 15, 2008 in Plat Book 57, Page 87, of the Official Records of Brevard County, Florida

EXHIBIT "C"

Site Plan



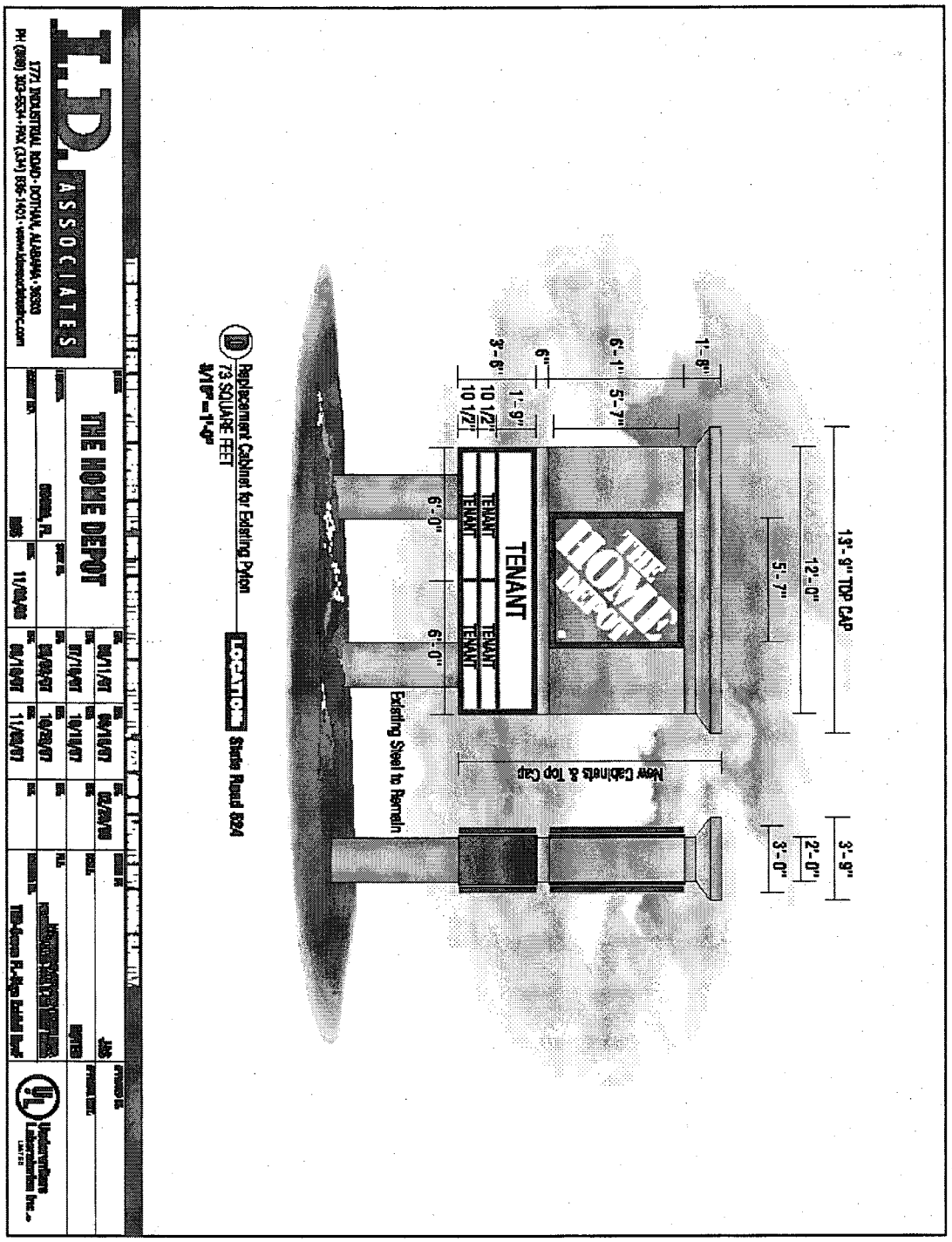
COCOA FL
NWC CLEARLAKE ROAD & EAST INDUSTRY ROAD

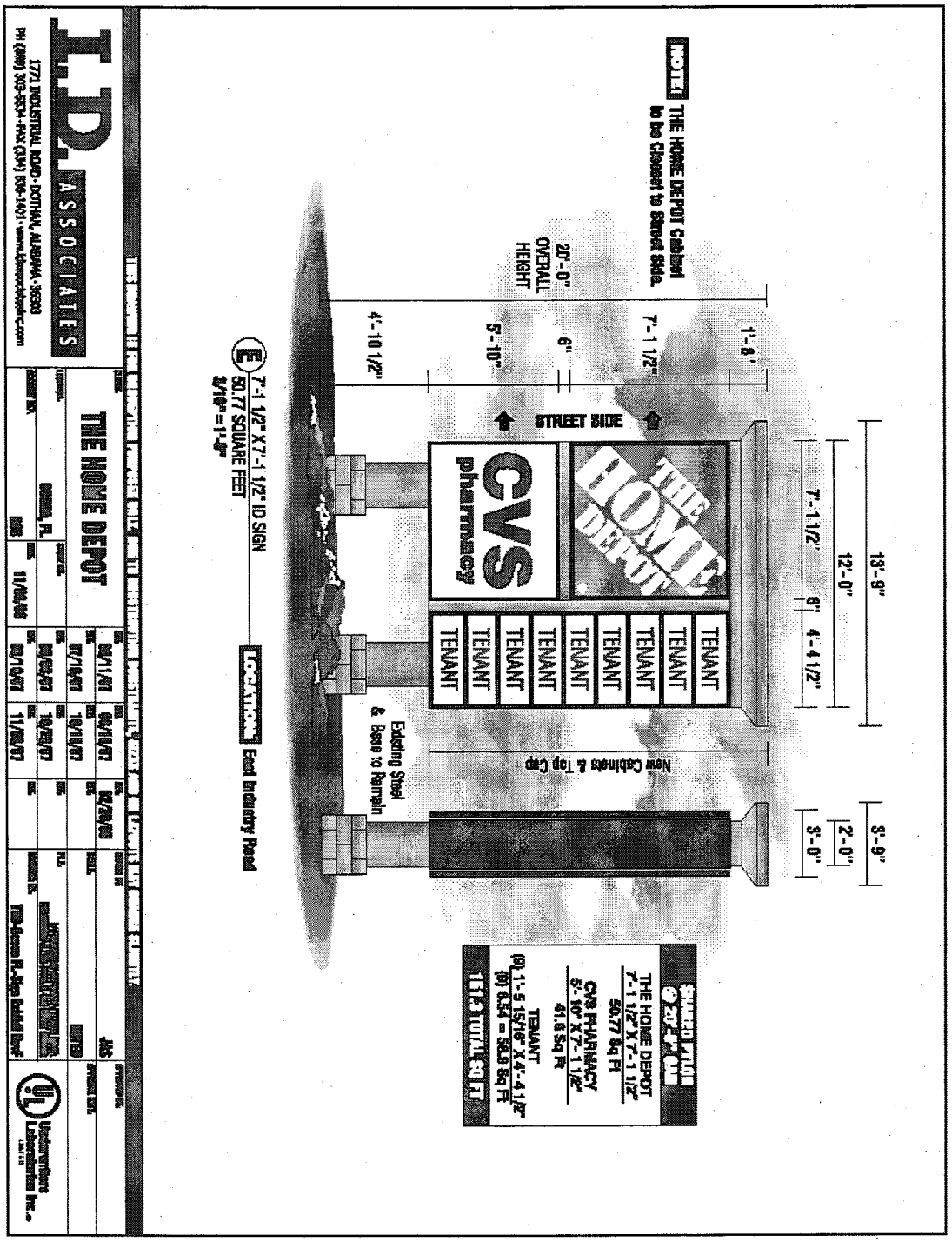
FL-640n

GreenbergFarrow
1756 The Exchange
Atlanta, GA 30339
t: 770 303 1033 f: 770 303 2333

EXHIBIT "D"

Sign Plan




NOTE: THE HOME DEPOT Cabinet to be Closest to Street Side.
20'-0" OVERALL HEIGHT
5'-10"
6"
7'-1 1/2"
1'-8"
4'-10 1/2"
STREET SIDE
THE HOME DEPOT
CVS pharmacy
TENANT
13'-9"
12'-0"
7'-1 1/2"
6"
4'-4 1/2"
3'-9"
2'-0"
3'-0"
New Cabinets & Top Cap
Existing Steel & Base to Remain
THE HOME DEPOT 7'-1 1/2" X 7'-1 1/2" 50.77 Sq Ft
CVS PHARMACY 5'-10" X 7'-1 1/2" 41.8 Sq Ft
TENANT (9) 1'-5 15/16" X 4'-4 1/2" (9) 6.54 = 58.9 Sq Ft
TOTAL SQ FT
7'-1 1/2" X 7'-1 1/2" ID SIGN
50.77 SQUARE FEET
3/16" = 1'-0"
Front Industry Road
THE HOME DEPOT
T.D. ASSOCIATES
1771 INDUSTRIAL ROAD • DOTHAN, ALABAMA • 36303
PH: (888) 303-5334 • FAX: (334) 806-1401 • www.tdassociatesinc.com
Underwriters Laboratories Inc.

CFN 2008109597, OR BK 5868 Page 8944, Recorded 06/06/2008 at 11:32 AM, Scott Ellis, Clerk of Courts, Brevard County

↓ 4

Document prepared by and return to:

Hartman, Simons, Spielman & Wood, LLP
6400 Powers Ferry Road, N.W.
Atlanta, Georgia 30339
Attention: Charles L. Wood, Esq.

FIRST AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENT (this "First Amendment"), is made as of the 30th day of May, 2008, by and between RDI Developers, LLC, a New York limited liability company, whose mailing address is 3334 Long Beach Road, Suite 118, Oceanside, New York 11572 ("**RDI**") and HOME DEPOT U.S.A., INC., whose mailing address is 2455 Paces Ferry Road, Atlanta, Georgia 30339 ("**Home Depot**").

WITNESSETH:

WHEREAS, certain easements and restrictions with regard to certain real property in Brevard County, Florida, were granted pursuant to that certain Restrictive Covenants and Easement Agreement and by and between RDI and Home Depot dated April 15, 2008, and recorded in O.R. Book 5859, Page 8905, et seq., Official Records of Brevard County, Florida (the "**REA**"); and

WHEREAS, the parties have agreed to make certain modifications to the REA as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Any capitalized terms not otherwise defined in this First Amendment shall have the same meaning as set forth in the REA.

2. In the ninth line of Section 1.01 of the REA and the seventh line of Section 1.02 of the REA, the phrase "as the cross-hatched areas" is hereby deleted.

3. The following is hereby added to the end of Section 2.01 of the REA: "The priority of such lien shall be established by the date of recordation of the lien claim."

4. The following is hereby added to the end of Section 3.01(i) of the REA: "The existing building on such leased parcel, which is currently occupied and operated as a CVS Drugstore, shall not be deemed to violate the height restriction contained in Section 3.01(a) above."

RDI hereby represents and warrants that: (i) RDI is a duly formed and organized Florida limited liability company in existence and in good standing in accordance with the laws of the State of Florida and is authorized and qualified to do business in the State of Florida; and (ii) RDI owns the RDI Property and has complete and full authority to execute this Amendment and to amend the REA in accordance with the terms hereof without the joinder or consent of any other party. Each of the persons executing this Amendment on behalf of RDI further represents and warrants that the persons signing this Amendment on behalf of RDI are duly qualified and appointed representatives of RDI and have all requisite power and authority on behalf of RDI to enter into this Amendment as the valid, binding and enforceable obligation of RDI.

Home Depot hereby represents and warrants that: (i) Home Depot is a duly formed and organized Delaware corporation in existence and in good standing in accordance with the laws of the State of Delaware and is authorized and qualified to do business in the State of Florida; and (ii) Home Depot owns the Home Depot Property and has complete and full authority to execute this Amendment and to amend the REA in accordance with the terms hereof without the joinder or consent of any other party. Each of the persons executing this Amendment on behalf of Home Depot further represents and warrants that the persons signing this Amendment on behalf of Home Depot are duly qualified and appointed representatives of Home Depot and have all requisite power and authority on behalf of Home Depot to enter into this Amendment as the valid, binding and enforceable obligation of Home Depot.

Except as amended and modified by this First Amendment, the REA is hereby ratified and remains in full force and effect. In the event of any inconsistency between the provisions of this First Amendment and the provisions of the REA, the provisions of this First Amendment shall control.

This First Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK;
signatures appear on the following two (2) pages.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the day and year first above written.

Signed, sealed and delivered
In our Presence:

Witness:

Name: Nelson D. Sack

Witness:

Name: RAFAEL MAYORGA

Date of Execution by RDI: May 30, 2008
Seller's FEIN: _____

RDI:

RDI DEVELOPERS, LLC, a New York limited liability company

By: _____(SEAL)
ISAAC TRINK (a/k/a/ IZHAK TRINK)

Its: Manager

STATE OF NEVADA

COUNTY OF CLARK

The foregoing instrument was acknowledged before me this 19th, day of May, 2008 by **ISAAC TRINK (a/k/a IZHAK TRINK)**, as the Manager of RDI DEVELOPERS, LLC, a New York limited liability company, on behalf of the limited liability company. He is personally known to me or has produced DL (type of identification) as identification.

Notary Public
My Commission Expires: 03-31-2009

NOTARY SEAL
Mariedris Pelayo
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 03-31-2009
Certificate No: 05-96410-1

Signed, sealed and delivered
In our Presence:

Witnesses:

Leah Rich
Name: Leah Rich

Evelyn Clayton
Name: EVELYN CLAYTON

Date of Execution by Home Depot: MAY 16 '08

Home Depot:

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: Thomas K. Anderson
Name:
Title: Sr. Attorney

[CORPORATE SEAL]

HOME DEPOT U.S.A., INC. CORPORATE SEAL DELAWARE

STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me this 16, day of May, 2008 by Thomas K. Anderson, as Sr. Attorney of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced _____(type of identification) as identification.

Connie D. Rockwell
Notary Public
My Commission Expires: _____

(NOTARY SEAL)

CONNIE D. ROCKWELL NOTARY PUBLIC My Commission Expires October 16, 2011 Cobb County, Georgia

CFN 2016252141, OR BK 7783 Page 2688, Recorded 12/22/2016 at 04:21 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $24500.00

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Debra M. Thompson, Esq.
Kutak Rock LLP
303 Peachtree Street, Suite 2750
Atlanta, GA 30308

Folio No. 24-36-18-27-00000.0-0001.00

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 22nd of December, 2016, by **HOME DEPOT U.S.A., INC.**, a Delaware corporation, whose address is 2455 Paces Ferry Road, C-20, Atlanta, Georgia 30339 ("Grantor"), in favor of **COCOA RETAIL, LLC**, a North Carolina limited liability company, whose address is 1825 Riverview Drive, Melbourne, FL 32901 ("Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all of that certain parcel of land lying and being in the City of Cocoa, Brevard County, Florida, as more particularly described on Exhibit A attached hereto (the "Property").

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS RELATIVE TO THE PROPERTY, AND SUCH PROPERTY IS SOLD "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS", AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND FROM GRANTOR, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, TENANTABILITY OR ENVIRONMENTAL CONDITION. SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH HEREIN. GRANTEE ACKNOWLEDGES BY ITS ACCEPTANCE OF THIS DEED THAT GRANTEE IS A SOPHISTICATED PURCHASER OF PROPERTIES SUCH AS THE PROPERTY AND THAT IT IS RELYING ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS AND GRANTEE SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTION OF THE PROPERTY. BY ITS ACCEPTANCE OF THIS DEED, GRANTEE SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED GRANTOR (AND GRANTOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES,

LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR (AND GRANTOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT ANY SUCH CLAIM, DEMAND, CAUSE OF ACTION, LOSS, DAMAGE, LIABILITY, COST OR EXPENSE ARISING OUT OF ANY BREACH BY GRANTOR OF ANY REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH HEREIN.

THE PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANT WHICH IS EXPRESSLY ASSENTED TO BY GRANTEE BY ITS ACCEPTANCE OF THIS DEED:

NO PORTION OF THE PROPERTY SHALL BE USED FOR THE OPERATION OF (I) A HOME IMPROVEMENT CENTER OR HARDWARE STORE, (II) A PAINT STORE CONTAINING MORE THAN 3,000 SQUARE FEET OF FLOOR AREA, OR (III) A FLOORING STORE; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THE FOREGOING RESTRICTIONS PROHIBIT THE OPERATION OF AN ACADEMY SPORTS + OUTDOORS OR HOBBY LOBBY.

THE AFORESAID COVENANT AND RESRICTIONS SHALL BE PERPETUAL TO THE EXTENT PERMITTED BY APPLICABLE LAW AND SHALL RUN WITH THE LAND AND BIND THE PROPERTY AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY GRANTOR, AND ITS SUCCESSORS OR ASSIGNS, BY ANY APPROPRIATE PROCEEDINGS AT LAW OR IN EQUITY TO PREVENT VIOLATIONS OF SUCH RESTRICTIONS OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.

TO HAVE AND TO HOLD the Property, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

AND GRANTOR HEREBY COVENANTS with Grantee that Grantor is lawfully seized of the Property in fee simple, that the Property is free and clear of all encumbrances except those described on Exhibit B, that Grantor has good, right and lawful authority to sell and convey the same, and that except for any claims arising from or with respect to the encumbrances described on Exhibit B, Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but not otherwise. By accepting this deed, Grantee is deemed to have assumed all of Grantor's obligations relating to the Property under the encumbrances described on Exhibit B.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

Signed, sealed, and delivered in the presence of:

Print Name: Ivelisse Guadalupe

Print Name: Barbara Turner

HOME DEPOT U.S.A., INC., a Delaware corporation

By: Suzanne Russo
Name: Suzanne Russo
Title: Senior Corporate Counsel

[CORPORATE SEAL]

HOME DEPOT U.S.A., INC. CORPORATE SEAL DELAWARE

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me on December 12, 2016, by Suzanne Russo, as Sr. Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation. Such person is personally known to me or has produced a valid driver's license as identification.

Tracy Allen
NOTARY PUBLIC
Name: Tracy Allen

My Commission expires: 7-6-18

TRACY ALLEN NOTARY PUBLIC CHEROKEE COUNTY GEORGIA EXPIRES JULY 6, 2018

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, of Home Depot Cocoa, according to the plat thereof recorded in Plat Book 57, Pages 87 through 93, public records of Brevard County, Florida.

EXHIBIT B

1. Taxes and assessments for the year 2017 and subsequent years not yet due and payable.

2. All easements, restrictions and encroachments of record or which would be ascertainable by an inspection or survey of the Property.

3. All existing zoning laws and ordinances.

#04280L01

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made this 18th day of December, 2020, by and between HOLIDAY CVS, L.L.C., successor in interest to ECKERD CORPORATION, with offices at c/o CVS Pharmacy, Inc., ATTN: Property Administration Department, One CVS Drive, Mail Code 1105, Woonsocket, Rhode Island 02895 ("Tenant") and AMERIS BANK, a Georgia banking corporation, having its office at 3020 North Patterson Street, Valdosta, Georgia 31602 ("Mortgagee") and RDI Developers, LLC, successor in interest to INTERCHANGE ASSOCIATES, INC., having its office at c/o Real Property Specialists, Inc., 2345 West Sand Lake Road, Suite 100, Orlando, Florida 32809 ("Landlord").

WITNESSETH:

WHEREAS, Tenant and Landlord have entered into a certain lease dated September 28, 1993, as assigned, modified, supplemented or amended by the documents listed on Exhibit A hereto (collectively, the "Lease") covering premises located at 2324 State Road #524, Cocoa, Florida ("Premises") and as more specifically set forth in the Lease; and

WHEREAS, Mortgagee has made or has agreed to make a mortgage loan in the original principal amount of $1,422,000.00 ("Loan") to Landlord evidenced by a promissory note secured by, among other security, a certain Mortgage/Deed of Trust/Deed to Secure Debt and Security Agreement ("Mortgage") on Landlord's property; and

WHEREAS, the Mortgage, and any other documents or instruments evidencing or securing the Loan are hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, Mortgagee has been requested by Tenant and by Landlord to enter into a non-disturbance agreement with Tenant;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Tenant and Landlord hereby agree and covenant as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and Tenant's interest in the Premises under the Lease, are and shall at all times be subject, subordinate, and inferior to the lien of the Loan Documents and to the lien of all renewals, modifications and extensions thereof, subject to the terms and conditions set forth in this Agreement.

2. Notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) in the payment of fixed rent as set forth in the Lease, or in the performance of any of the terms, covenants or conditions of the

Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Mortgagee, and Tenant's occupancy of the Premises shall not be disturbed by Mortgagee for any reason whatsoever during the term of the Lease or any such extension or renewal thereof, except as would be permitted for Landlord to do so.

3. In addition, notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) in the payment of rent or additional rent, or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Mortgagee will not join Tenant as a party defendant, unless required by law, in any foreclosure action or other proceeding for the purpose of terminating Tenant's interest and estate under the Lease or for any other purpose.

4. If the interests of Landlord in the Premises shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it, or by deed in lieu of foreclosure, or if Mortgagee takes possession of the Premises pursuant to any provisions of the Loan Documents, then: (i) Mortgagee and Tenant shall be directly bound to each other under all the terms, covenants and conditions of the Lease for the balance of the term thereof and for any extensions or renewals thereof which may be exercised by Tenant, with the same force and effect as if Mortgagee were the Landlord under the Lease; and (ii) Tenant does hereby attorn to Mortgagee as its landlord, said attornment to be effective and self-operative (without the execution of any further instruments), immediately upon Mortgagee succeeding to the interests of the Landlord under the Lease; provided, however, regarding items (i) and (ii) above, that Tenant shall have received written notice from Mortgagee that it has succeeded to the interests of the Landlord under the Lease. The respective rights and obligations of Tenant and Mortgagee upon such attornment, to the extent of the then-remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth from and after Mortgagee's succession to the interests of the Landlord under the Lease, and Tenant shall have the same remedies against Mortgagee for the breach of any agreement contained in the Lease that Tenant might have under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord; provided, however, that Mortgagee shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord), except to the extent such act or omission continues during the period of possession by Mortgagee or during a period during which Mortgagee is receiving rent from Tenant pursuant to Paragraph 5 hereof; or

(b) subject to any defenses which Tenant might have against any prior landlord (including Landlord) prior to the date that Mortgagee first takes possession of the premises; or

(c) bound by any fixed rent which Tenant might have paid for more than the current month; or

(d) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit is in an escrow or other fund available to Mortgagee; or

(e) bound by any amendment or modification or waiver of any provision of the Lease made without the consent of the Mortgagee, which would reduce the lease term, rents payable, or square footage. Said consent shall be deemed given if a response by Mortgagee is not received within thirty (30) days of Landlord's request.

5. Tenant shall not be under any obligation to pay rent to Mortgagee until the Tenant shall have received written notice from Mortgagee that Mortgagee has succeeded to the interests of Landlord under the Lease or that Mortgagee has exercised its rights under the Loan Documents, and directing such payments be made to Mortgagee. Landlord by its execution of this Agreement hereby consents to such direct payments by Tenant to Mortgagee and hereby releases and discharges Tenant of, and from all liability to Landlord on account of any such payments. Upon receipt of such notice, Tenant shall make future payments due under the Lease to Mortgagee until notified otherwise in writing in accordance with the terms of the Lease and Tenant shall not be liable to Landlord to account for such payments.

6. (a) Tenant shall notify Mortgagee in writing at the address set forth herein of the occurrence of any default or event of default by Landlord under the Lease which would give Tenant the right to cancel or terminate the Lease; and Tenant will grant to Mortgagee up to 45 days or a reasonable time (not to exceed 45 days) in which to cure Landlord's default (which time shall be at least the period of time granted to the Landlord by the Lease), provided, however, that Mortgagee shall give Tenant written notice of Mortgagee's intent to cure Landlord's default within ten (10) business days of receipt of Tenant's notice of Landlord's default. Tenant agrees that it will not terminate or cancel the Lease on account of such default until such notice to Mortgagee has been given, and Mortgagee has had the opportunity to cure any such default. Should Mortgagee fail to so notify Tenant of Mortgagee's intent to cure Landlord's default within said ten (10) business days, then Tenant shall have all available rights and remedies (including the right to cure Landlord's default) under the Lease, at law and/or in equity. It is expressly understood and agreed that the above shall not be deemed to create any obligation of Mortgagee to cure any such default or defaults.

(b) Mortgagee shall use best efforts to copy Tenant on any notice of Mortgagor's default under the Loan Documents at the same time that Mortgagee shall serve a Notice of Default on Mortgagor.

7. This Agreement may not be modified or amended, except by a writing by all parties hereto. Upon satisfaction of the Mortgage, this Agreement shall become null and void and be of no further effect.

8. Whenever in this Agreement it is provided that notice be given to or served upon any of the parties, each such notice or demand shall be in writing, and any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows: If given or served by the Mortgagee, by mailing the same to the Tenant and Landlord by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Tenant and Landlord may from time to time designate by notice given to the Mortgagee; and if given or served by the Tenant, by mailing the same to the Mortgagee and Landlord by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, addressed to the Mortgagee and Landlord at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Mortgagee and Landlord may from time to time designate by written notice given to Tenant; and if given or served by Landlord, by mailing the same to Tenant and Mortgagee by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, addressed to the Tenant and Mortgagee at the addresses listed on Page 1 of this Agreement, or such other addresses as the Tenant and Mortgagee may from time to time designate by written notice given to Landlord.

9. Notwithstanding anything to the contrary contained herein, to the extent that the provisions of the Lease are inconsistent with the provisions of the Mortgage with respect to Tenant's entitlement to any condemnation award for a taking of all or part of the Premises, the provisions of the Lease shall have priority and shall control, and Mortgagee waives any rights it may have under the Mortgage to receive any condemnation award allocated to Tenant under the Lease.

10. Anything herein or in the Lease to the contrary notwithstanding, in the event that Mortgagee shall acquire title to the Premises, or shall otherwise become liable for any obligations of Landlord under the Lease, Mortgagee shall have no obligation, nor incur any liability, beyond Mortgagee's then interest, if any, in the Premises and the Lease, and Tenant shall look exclusively to such interest of Mortgagee, if any, in the Premises and the Lease, for the payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Mortgagee, Tenant shall look solely to the estate or interest owned by Mortgagee in the Premises, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Mortgagee.

11. Notwithstanding anything herein to the contrary, Tenant shall not be deemed to be in default under any of the terms or conditions of this Agreement until Tenant has received a fully executed original copy of this Agreement.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. In addition, this Agreement shall be binding upon any successor to Mortgagee's interest as Landlord of the Lease.

13. This document may be executed in several counterparts, each of which will be deemed an original, and all of such counterparts together will constitute one and the same instrument. Each signature on this document may be executed via an inked or "wet" signature or via an electronic signature such as facsimile, electronic mail, cloud-based server, e-signature technology or other electronic means ("Electronic Means"), and the executed signature, witness (if any) and acknowledgment (if any) may be delivered by Electronic Means and such electronic signatures will be deemed originals and have the same validity, legal effect as an original inked or "wet" signature.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURES COMMENCE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

WITNESS:

Marta DiMeglio
Marta DiMeglio (Dec 10, 2020 09:35 EST)

Marta DiMeglio

TENANT:
HOLIDAY CVS, L.L.C.

By: Peter J Perry
Peter J Perry (Dec 10, 2020 22:51 EST)

Peter J. Perry
Lease Administration Manager

STATE OF RHODE ISLAND)
) ss:
COUNTY OF PROVIDENCE)

On this 14th day of December, 2020, before me personally appeared Peter J. Perry, who, being by me duly sworn, did depose and say that he resides in Worcester, Massachusetts; that he is Lease Administration Manager of HOLIDAY CVS, L.L.C., the limited liability company described in and which executed the above instrument and that he executed this instrument on behalf of said limited liability company and that he had authority to do so.

Donna Florio
NOTARY PUBLIC

DONNA FLORIO
Notary Public - Rhode Island
Notary ID 756119
My Commission Expires Jan 10. 2022

WITNESS:

MORTGAGEE:
AMERIS BANK

By: _____

Name: Jason Glas

Title: EVP

STATE OF Georgia)
) ss:
COUNTY OF Lowndes)

On this 21st day of December, 2020, before me personally appeared Jason Glas, who, being by me duly sworn, did depose and say that he/she resides in Lowndes; that he/she is _____ of _____, the _____ described in and which executed the above instrument and that he/she executed this instrument on behalf of said _____ and that he/she had authority to do so.

VICTORIA WILLIAMS
NOTARY PUBLIC
Lowndes County
State of Georgia
My Comm. Expires Feb. 14, 2021

_____
NOTARY PUBLIC

My commission expires: Feb. 14, 2021

WITNESS:

LANDLORD:
RDI Developers, LLC

By: _____

Name: SHLOMO POLLAK

Title: AUTHORIZED MEMBER

STATE OF NEW YORK)
COUNTY OF NASSAU) ss:

On this 17 day of DECEMBER 2020, before me personally appeared SHLOMO POLLAK, who, being by me duly sworn, did depose and say that he/she resides in LAWRENCE, N.Y., that he/she is AUTHORIZED MEMBER of RDI DEVELOPERS, INC, the _____ described in and which executed the above instrument and that he/she executed this instrument on behalf of said RDI DEVELOPERS INC and that he/she had authority to do so.

_____
NOTARY PUBLIC

My commission expires: _____

JEFFREY P FALK
Notary Public - State of New York
No. 02FA4837275
Qualified in Nassau County
My Comm. Expires Apr. 30, 2023

EXHIBIT A

Lease/Rent Commencement Notice dated July 5, 1994

Lease Amendment No. 1 dated July 12, 1994

Short Form Lease dated November 8, 1994

Lease Term Letter dated May 1, 2008

Lease Renewal dated August 23, 2013

Lease Renewal dated October 4, 2018


CVS





TRAFFIC IMPACT STUDY

CIRRUS APARTMENTS
CITY OF COCOA, BREVARD COUNTY

Prepared for:

Framework Group, LLC
1200 W Platt Street, Suite 201
Tampa, Florida 33603

Prepared by:

Traffic Planning and Design, Inc.
535 Versailles Drive
Maitland, Florida 32751
407-628-9955

August 2020

Revised
February 2021

TPD № 5382

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with Traffic Planning & Design, Inc., a corporation authorized to operate as an engineering business, EB-3702, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Cirrus Apartments

LOCATION: City of Cocoa, Brevard County

CLIENT: Framework Group, LLC

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

NAME: Turgut Dervish, P.E.

P.E. №: 20400

DATE: February 3, 2021

SIGNATURE: _____



TABLE OF CONTENTS

Page

INTRODUCTION **1**

EXISTING CONDITIONS ANALYSIS **3**

Roadway Segment Analysis
Intersection Analysis

PROPOSED DEVELOPMENT AND TRIP GENERATION **6**

Trip Generation
Trip Distribution/Trip Assignment
Significance Analysis

PROJECTED TRAFFIC CONDITIONS **11**

Roadway Segment Analysis
Intersection Analysis
Site Access and Auxiliary Lanes

STUDY CONCLUSIONS **14**

APPENDICES **15**

A Space Coast/TPO Traffic Count Database
B Intersection Traffic Counts & Adjustments Factors
C Existing HCS Capacity Worksheets
D ITE Trip Generation Sheets
E Model Distribution Plot
F Projected HCS Capacity Worksheets

TABLE OF CONTENTS, continued

LIST OF TABLES

Page

Table 1 Existing Daily Roadway Capacity Analysis 3
Table 2 Existing Intersection Capacity Analysis 4
Table 3 Trip Generation Summary 7
Table 4 Significance Analysis 10
Table 5 Projected Traffic Conditions Analysis 12
Table 6 Projected Intersection Capacity Analysis 12

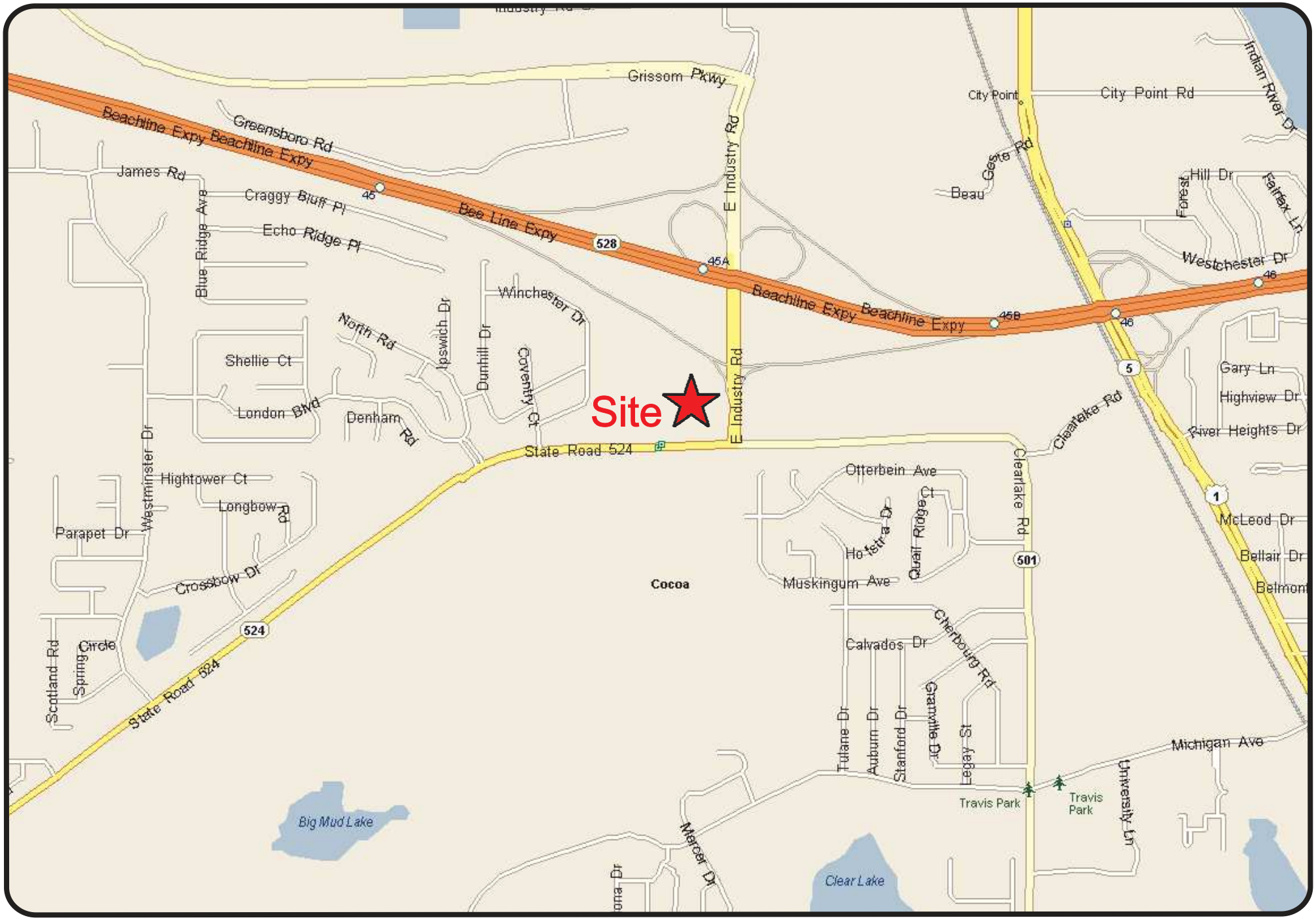
LIST OF FIGURES

Figure 1 Site Location 2
Figure 2 Existing P.M. Peak Hour Traffic Volumes 5
Figure 3 Site Plan 8
Figure 4 Trip Distribution and Assignment 9
Figure 5 Projected P.M. Peak Hour Traffic Volumes 13

INTRODUCTION

This analysis was undertaken in order to assess the traffic impact of the proposed development of the Cirrus Apartments in Cocoa, Brevard County. Located in the northwest corner of the SR 524 and E. Industry Road intersection, the development will consist of 280 multi-family dwelling units and 20,000 square feet of retail commercial in an adjacent outparcel. **Figure 1** depicts the site location and the area roadways.

Data utilized in this study consisted of a site plan provided by Project Engineers, traffic volume data and Level of Service standards obtained from the Space Coast MPO. Additionally, intersection turning movement counts were collected by Traffic Planning and Design, Inc. staff.



Cirrus Apartments
Project № 5382
Figure 1

Site Location

N
NTS

EXISTING CONDITIONS ANALYSIS

A capacity analysis was performed for the study roadway segments and intersections identified utilizing a 5% significance threshold as per Brevard County guidelines. As will be documented subsequently, only a short segment of SR 524 adjacent to the project site will be significantly impacted. Therefore, this and other adjacent roadway segments and the closest signalized intersections were included in the analysis. The analysis was conducted utilizing existing traffic volumes to establish the current operating conditions for the daily conditions for the roadway segments and P.M. peak hour traffic conditions for the intersections.

Roadway Segment Analysis

The adjacent roadway segments were analyzed by comparing their existing traffic volumes with the adopted LOS/capacities for daily traffic conditions. The existing daily traffic volumes and adopted LOS capacities were obtained from the Space Coast TPO. Pertinent pages from the traffic count database are included in **Appendix A**. The existing capacity analysis is summarized in **Table 1**.

Table 1
Existing Daily Roadway Capacity Analysis

Seg. ID	Roadway Segment	No. of Lanes	Functional Classification	Adopted*		Existing Daily Volume	V/C Ratio	LOS
				LOS	MAV			
SR 524								
76	Cox Rd to London Blvd	2	Urban Minor Arterial	D	19,470	13,380	0.69	C
76	London Blvd to Site Access	2	Urban Minor Arterial	D	19,470	13,380	0.69	C
76	Site Access to Industry Rd	2	Urban Minor Arterial	D	19,470	13,380	0.69	C
Clearlake Road								
95/50	SR 524 to Otterbein Ave	4	Urban Minor Arterial	E	41,790	18,610	0.45	C
39	Otterbein Ave to Michigan Ave	4	Urban Minor Arterial	E	39,800	19,530	0.49	C
Industry Road								
198	SR 524 to Grissom Pkwy	4	Urban Minor Arterial	E	41,790	20,700	0.50	C
594	Grissom Pkwy to Cidco Rd	2	Urban Local	E	15,600	4,570	0.29	C

* Based on the Space Coast TPO Traffic Count Spreadsheets

As shown, the existing conditions analysis reveals that the study roadway segments currently operate satisfactorily above their adopted Level of Service capacity.

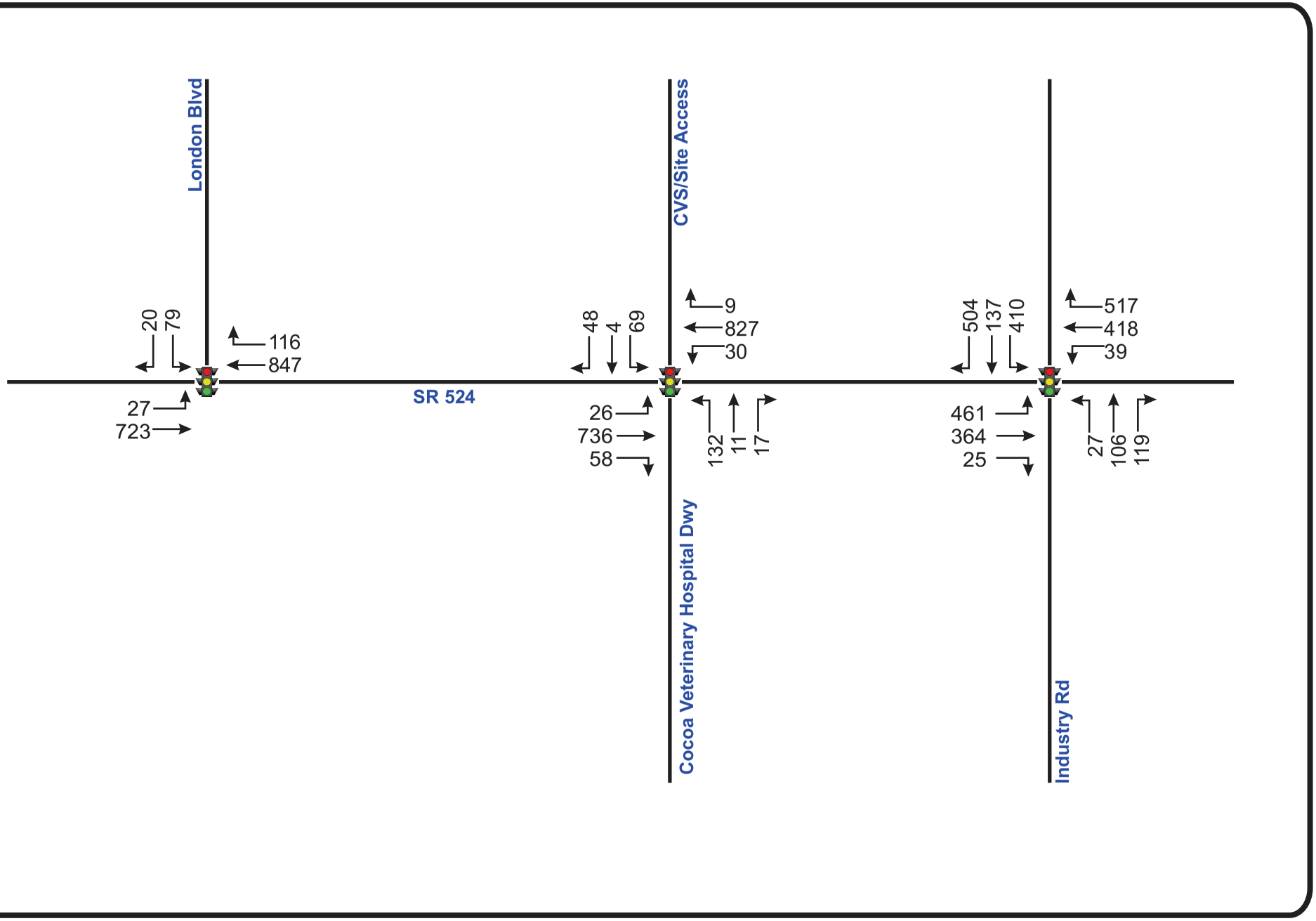
Intersection Analysis

In addition to the adjacent roadway segments, three signalized intersections on SR 524 were included in the analysis. The intersections were analyzed in accordance with the procedures of the *Highway Capacity Manual (HCM 6E)* and *Highway Capacity Software (HCS)*. In the analysis, existing P.M. peak hour traffic volumes and intersection geometry were used. The intersection counts were made in August 2020 and may not represent normal traffic conditions due to COVID-19 pandemic. Therefore, a COVID factor of 1.23 was determined by comparing 2019 counts with the 2020 counts on Industry Road just north of SR 524. This factor was applied to the existing counts in addition to the Seasonal Factor (SF) of 1.11 obtained from FDOT for Brevard County. The adjusted intersection volumes in the form of turning movement counts are depicted in **Figure 2**. The intersection traffic counts, and adjustments factors are included in **Appendix B**. The results of the intersection capacity analysis are summarized in **Table 2**.

Table 2
Existing Intersection Capacity Analysis

Intersection	Control	EB		WB		NB		SB		Overall	
		Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
SR 524/London Blvd	Signal	4.1	A	9.0	A	--	--	32.7	C	8.3	A
SR 524 & Site Entrance/SC west Entrance	Signal	21.6	C	24.4	C	61.4	E	65.2	E	28.7	C
SR 524 & Industry Rd	Signal	45.2	D	32.5	C	93.1	D	53.7	D	43.6	D

The study intersections currently operate at satisfactory Levels of Service. The *HCS* capacity analysis worksheets are included in **Appendix C**.



Cirrus Apartments
Project № 5382
Figure 2

Existing P.M. Peak Hour Traffic Volumes

N
NTS

PROPOSED DEVELOPMENT AND TRIP GENERATION

The proposed development will consist of 280 multi-family dwelling units and 20,000 square feet of retail commercial. Access to the development will be provided by a signalized full access on SR 524 which currently serves the existing CVS store. **Figure 3** depicts the site plan and its access configuration. To determine the impact of the development in the area, an analysis of its trip generation characteristics was made. This included the determination of the number of trips generated by the site and their distribution onto the surrounding roadways.

Trip Generation

Trip generation rates were obtained from data contained in the Institute of *Transportation Engineers (ITE) Trip Generation Manual, 10th Edition.* The trip generation calculation of daily and P.M. peak hour volumes is summarized in **Table 3**, and the trip generation charts are included in **Appendix D.** The retail commercial development will generate 34% of its trips from the existing traffic stream on SR 524. Subtracting the pass-by trips results in new net trips to be added to the area roadways**.** The proposed development is estimated to generate 3,394 new net daily trips, 257 P.M. peak hour trips to be added to the area roadways.

Trip Distribution/Trip Assignment

To determine the distribution of the project trips in the area, the CFRPM (V6.1) was used. A slight modification was made to this model to add a TAZ representing the project and its SE data. Subsequently, the model was run with a Select Zone Analysis which produced a distribution of the project trips in the area. The model-generated distribution is included in **Appendix E**. The project trip distribution in the project vicinity is illustrated in **Figure 4.** Utilizing this distribution pattern, the development's daily and P.M. peak hour trips were assigned to the area roadways also shown in Figure 4.

Table 3
Trip Generation Summary

ITE Code	Land Use	Size*	Daily Trips		A.M. Peak Hour Generation				P.M. Peak Hour Generation			
			Rate	Trips	Rate**	Enter	Exit	Total	Rate**	Enter	Exit	Total
220	Multi-Family Residential	280 DU	7.4	2,076	0.45	29	98	127	0.53	93	55	148
820	Retail Commercial	20.0 KSF	100.6	2,012	0.94**	12	7	19	8.00	79	86	165
Total Trips			--	4,088	--	41	105	146	--	172	141	313
Pass-by Trips/Retail (34%) ***			--	694	--	4	3	7	--	27	29	56
Total Net New Trips			--	3,394	--	37	102	139	--	145	112	257

* DU = Dwelling Units, KSF=1,000 square feet

**Average Rate Used, other rates derived from ITE Equations (R^2>0.75)

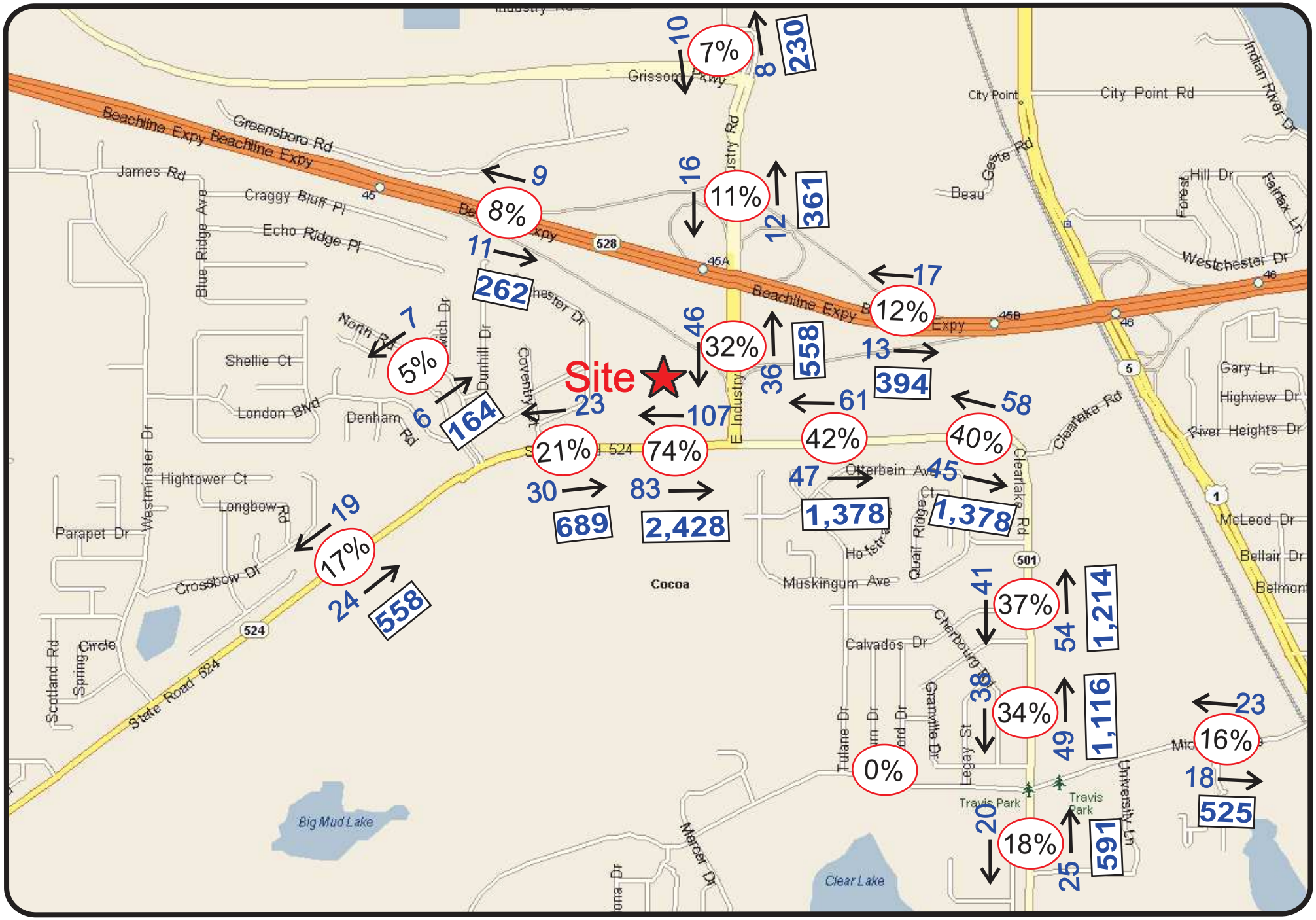
***Obtained from the 3rd Edition of the ITE Trip Generation Handbook



Cirrus Apartments
Project № 5382
Figure 3

Site Plan

N
NTS



Cirrus Apartments
Project № 5382
Figure 4

Trip Distribution/Assignment

N
NTS

Significance Analysis

As per Brevard County procedures and requirements, the influence area of the proposed project will include those roadway segments where project trips consume 5% or more of the Maximum Allowable Volume (MAV). Based upon the significance test performed, as shown in **Table 4**, the project will consume 5% or more of the adopted MAV at only a short segment of SR 524 from the CVS/Site Access to Industry Road. This segment along with the adjacent roadway segments of SR 524, Industry Road and Clearlake Road were included in the analysis.

Additionally, the following intersections were included in the analysis:

- SR 524 & London Boulevard
- SR 524 & Site Entrance/CVS Entrance
- SR 524 & Industry Road

Table 4
Significance Analysis

Seg ID	Roadway Segment	Adopted		Project Trips		Significance **
		LOS	MAV	%*	Volume	
SR 524						
76	Cox Rd to London Blvd	D	19,470	17%	577	2.96
	London Blvd to Site Access	D	19,470	21%	713	3.66
	Site Access to Industry Rd	D	19,470	74%	2,512	12.90
Clearlake Road						
49/50	SR 524 to Otterbein Ave	E	41,790	42%	1,425	3.41
39	Otterbein Ave to Michigan Ave	E	39,800	37%	1,256	3.16
32	Michigan Ave to Rosetine St	E	39,800	18%	611	1.53
Industry Road						
198	SR 524 to Grissom Pkwy	E	41,790	32%	1,086	2.60
594	Grissom Pkwy to Cidco Rd	E	15,600	7%	238	1.52
Michigan Avenue						
48	Clearlake Rd to US 1	E	39,800	16%	543	1.36

*Highest Percentage on the Link
**Project Trips as % of MAV

PROJECTED TRAFFIC CONDITIONS

Projected traffic conditions were analyzed using projected traffic volumes for the roadway segments and study intersections in 2023. To determine the projected traffic volumes for the project's buildout year, existing traffic volumes were combined with the approved Integra Cocoa and Cocoa Landing trips plus project trips.

Roadway Segment Analysis

Table 5 is an analysis of the projected traffic conditions for the study roadway segments. This table lists the roadway segments along with their number of lanes, functional classification, existing/ projected traffic volumes, LOS/capacity and resultant Level of Service. The table reveals that the roadway segments are projected to operate satisfactorily within their adopted LOS standards.

Intersection Analysis

The projected traffic volumes at the study intersections, and the two site access driveways are depicted in **Figure 5**. The figure shows the existing P.M. peak hour traffic combined with the approved project trips and the trips generated by the project. The intersections were analyzed utilizing *Highway Capacity Software (HCS)* in accordance with the *Highway Capacity Manual* (HCM 6E). The results of this analysis as summarized in **Table 6** indicate satisfactory traffic operating conditions under projected conditions. The *HCS* capacity analysis worksheets are included in **Appendix F**.

Site Access and Auxiliary Lanes

The site is proposed to be served by the existing signalized full access driveway on SR 524 which currently served the CVS store. A 465-foot-long left turn lane and a 290-foot right turn lane exist at this site access driveway. To determine the adequacy of these turn lane lengths, the following analysis was performed:

Length Required = Deceleration Distance (DD) + Queue Length (QL)

- DD = 185 ft (for 45 mph), from FDOT Index 711-001
- Left Turn Lane required = 185 + 120 ft QL from HCS = 305 ft.
- Right Turn Lane Required = 185 + 78.5 ft QL from HCS = 263.5 ft

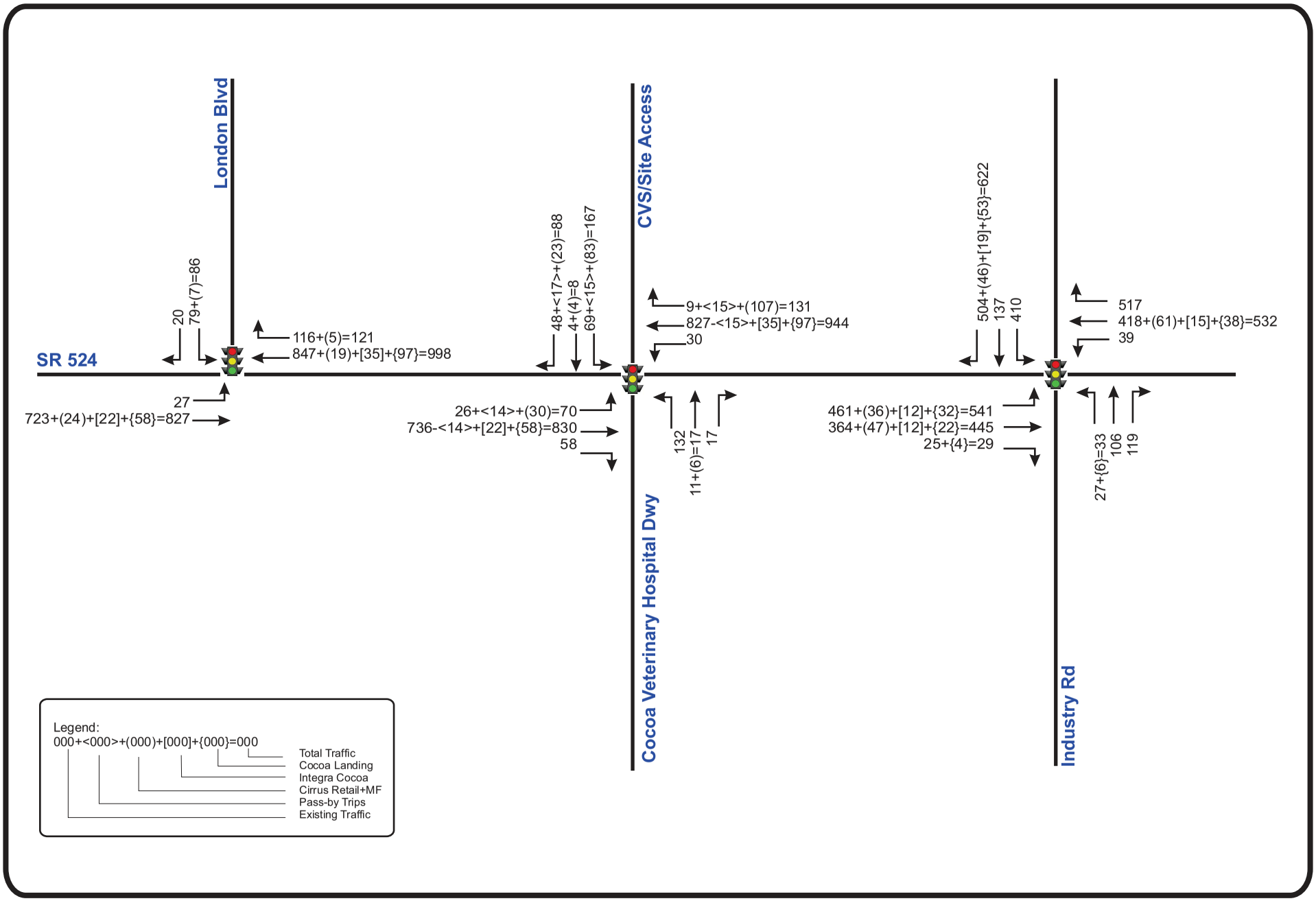
Based upon this analysis, the existing turn lane lengths are adequate.

Table 5
Projected Traffic Conditions Analysis

Segment ID	Roadway Segment	# of Lns	Functional Classification	Adopted		Projected Daily Volume						V/C Ratio	Available Capacity
				LOS	MAV	Existing	Integra	Cocoa Landing	Cirrus Retail	Cirrus Apartments	Total		
SR 524													
76	Cox Rd to London Blvd	2	Urban Minor Arterial	D	19,470	13,380	660	2,335	237	340	16,952	0.87	2,518
76	London Blvd to Site Access	2	Urban Minor Arterial	D	19,470	13,380	696	2,335	292	421	17,124	0.88	2,346
76	Site Access to Industry Rd	2	Urban Minor Arterial	D	19,470	13,380	696	2,335	1,030	1,482	18,923	0.97	547
Clearlake Road													
95/50	SR 524 to Otterbein Ave	4	Urban Minor Arterial	E	41,790	18,610	298	912	584	841	21,245	0.51	20,545
39	Otterbein Ave to Michigan Ave	4	Urban Minor Arterial	E	39,800	19,530	278	912	515	741	21,976	0.55	17,824
Industry Road													
198	SR 524 to Grissom Pkwy	4	Urban Minor Arterial	E	41,790	20,700	391	1,277	445	641	23,454	0.56	18,336
594	Grissom Pkwy to Cidco Rd	2	Urban Local	E	15,600	4,570	44	279	98	140	5,131	0.33	10,469

Table 6
Projected Intersection Capacity Analysis

Intersection	Control	EB		WB		NB		SB		Overall	
		Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
SR 524/London Blvd	Signal	5.3	A	10.3	B	--	--	44.1	D	10.0	A
SR 524 & Industry Rd	Signal	54.2	D	67.3	E	45.7	D	56.9	E	58.7	E
SR 524 & Site Entrance/SC west Entrance	Signal	35.6	D	62.3	E	67.8	E	60.2	E	51.9	D



Cirrus Apartments
Project № 5382
Figure 5

Projected P.M. Peak Hour Traffic Volumes

N
NTS

STUDY CONCLUSIONS

This traffic analysis was conducted in order to assess the traffic impact of the proposed development of the Cirrus Apartments in Cocoa, Brevard County. Located in the northwest corner of the SR 524 and E. Industry Road intersection, the development will consist of 280 multi-family dwelling units and 20,000 square feet of retail commercial in an outparcel. The findings of this analysis are as follows:

- The proposed development will generate 3,394 new net daily trips and 257 P.M. peak hour trips.

- The analysis of existing conditions indicates that the impacted roadway segment and the study intersections currently operate at satisfactory Levels of Service.

- The analysis of projected traffic conditions revealed that the impacted roadway segments and the study intersections will not be deficient in traffic capacity. The roadway segments and the intersections are projected to operate at satisfactory Levels of Service with project trips added.

- The site is proposed to be served via an existing full access connection on SR 524 which is signalized. There are an existing right and left turn lanes which would be adequate for the projected turns as a result of the proposed development.

APPENDICES

APPENDIX A

Space Coast/TPO Traffic Count Database

SPACE COAST TRANSPORTATION PLANNING ORGANIZATION TRAFFIC COUNTS: 2010 - 2019

ID	ROAD	SEGMENT (Sections)	2010 AADT	2011 AADT	2012 AADT	2013 AADT	2014 AADT	2015 AADT	2016 AADT	2017 AADT	2018 AADT	2019 AADT	Current MAV	Last Count Taken	Functional Classification
AREA: CENTRAL															
18	SPYGLASS HILL	MURRELL-PINEHURST	4,320	4,250	3,980	3,880	3,780	3,960	4,240	4,720	4,640	4,780	15,600	1/14/2019	Urban Minor Collector
	SR 520	ORANGE CO.-I-95	14,937	16,157	14,740	15,090	15,167	17,220	16,670	16,637	16,567	17,160			
534	SR 520	ORANGE CO-SR 524	12,790	14,750	13,480	13,140	12,760	15,950	15,170	15,750	12,240	16,010	40,300	1/23/2019	Rural Principal Arterial Other
1	SR 520	SR 524-Friday	14,110	15,180	13,290	14,050	13,990	15,720	14,880	14,320	16,610	14,650	41,790	3/5/2019	Urban Principal Arterial-Other
84	SR 520	Friday-I-95	17,910	18,540	17,450	18,080	18,750	19,990	19,960	19,840	20,850	20,820	41,790	1/23/2019	Urban Principal Arterial-Other
	SR 520	I-95-CLEARLAKE	21,343	19,957	19,850	20,367	20,583	23,857	22,600	21,240	20,573	23,173			
2	SR 520	I-95-Burnett	20,710	19,420	19,910	20,200	21,440	24,190	22,190	21,780	21,740	21,650	41,790	1/28/2019	Urban Principal Arterial-Other
3	SR 520	Burnett-Range	21,640	20,040	20,350	19,980	19,680	24,180	22,970	21,040	20,040	21,280	41,790	1/28/2019	Urban Principal Arterial-Other
14	SR 520	Range-Clearlake	21,680	20,410	19,290	20,920	20,630	23,200	22,640	20,900	19,940	26,590	41,790	1/28/2019	Urban Principal Arterial-Other
	SR 520	CLEARLAKE-FISKE	22,115	21,390	20,045	20,815	21,385	24,880	24,575	22,915	22,735	22,115			
4	SR 520	Clearlake-Lake	19,950	19,630	18,380	19,160	19,560	22,860	22,870	20,200	20,800	20,400	39,800	1/23/2019	Urban Principal Arterial-Other
5	SR 520	Lake-Fiske	24,280	23,150	21,710	22,470	23,210	26,900	26,280	25,630	24,670	23,830	39,800	1/23/2019	Urban Principal Arterial-Other
	SR 520	FISKE-US 1	25,505	25,210	23,390	23,775	25,160	28,120	28,250	26,600	25,495	25,275			
6	SR 520	Fiske-Blake	25,490	25,310	23,390	23,820	25,090	28,270	28,430	26,540	25,550	25,280	41,790	1/23/2019	Urban Principal Arterial-Other
7	SR 520	Blake-US 1	25,520	25,110	NC	23,730	25,230	27,970	28,070	26,660	25,440	25,270	41,790	1/23/2019	Urban Principal Arterial-Other
	SR 520 (Eastbound)	US 1-CAUSEWAY (EB)	19,695	20,125	19,215	19,838	19,020	21,483	18,600	20,718	20,855	21,135			
8	SR 520	US 1-Forrest	13,790	15,200	14,530	15,570	17,090	18,210	13,820	16,750	17,250	16,830	19,440	1/22/2019	Urban Principal Arterial-Other
9	SR 520	Forrest-Brevard	21,780	21,710	20,280	21,020	19,560	21,850	19,620	22,460	20,930	22,250	19,440	1/22/2019	Urban Principal Arterial-Other
10	SR 520	Brevard-Delannoy	20,970	21,450	20,280	20,900	19,450	22,930	22,010	21,670	22,280	22,500	19,440	1/22/2019	Urban Principal Arterial-Other
11	SR 520	Delannoy-Riveredge	22,240	22,140	21,770	21,860	19,980	22,940	18,950	21,990	22,960	22,960	19,440	1/22/2019	Urban Principal Arterial-Other
	SR 520 (Westbound)	CAUSEWAY-US 1 (WB)	20,790	21,085	20,205	20,770	20,643	21,703	20,098	21,220	20,920	21,915			
12	SR 520	Causeway-Delannoy	22,570	23,220	21,860	22,160	21,250	23,700	23,050	21,130	22,990	22,780	19,440	1/22/2019	Urban Principal Arterial-Other
13	SR 520	Delannoy-Brevard	24,230	24,360	23,150	23,970	23,100	23,460	21,900	24,290	22,980	24,250	19,440	1/22/2019	Urban Principal Arterial-Other
15	SR 520	Brevard-Forrest	21,710	21,530	21,080	21,220	21,560	22,400	18,690	21,810	20,660	21,610	19,440	1/22/2019	Urban Principal Arterial-Other
87	SR 520	Forrest-US 1	14,650	15,230	14,730	15,730	16,660	17,250	16,750	17,650	17,050	19,020	19,440	1/22/2019	Urban Principal Arterial-Other
66	SR 524	SR 520-I-95	4,680	4,650	4,400	4,670	4,530	5,690	5,300	5,890	7,200	6,870	24,200	1/23/2019	Urban Minor Arterial
	SR 524	I-95-INDUSTRY RD	11,490	11,180	10,795	11,220	10,880	12,765	12,605	11,710	13,860	12,540			
73	SR 524	I-95-Cox	10,050	9,810	9,610	9,780	9,670	11,440	11,170	10,460	12,690	11,700	18,590	1/23/2019	Urban Minor Arterial
76	SR 524	Cox-Industry Rd	12,930	12,550	11,980	12,660	12,090	14,090	14,040	12,960	15,030	13,380	19,470	1/23/2019	Urban Minor Arterial
	SR 528	ORANGE CO.-I-95	26,750	28,240	26,205	27,835	28,320	34,205	31,740	33,780	40,640	37,805			
91	SR 528	ORANGE CO-SR 407	29,770	31,790	28,950	30,820	30,220	37,830	35,120	37,330	40,640	42,560	43,000	3/12/2019	Rural Principal Arterial - Freeways & Expressways
90	SR 528	SR 407-I-95	23,730	24,690	23,460	24,850	26,420	30,580	28,360	30,230	NC	33,050	43,000	1/29/2019	Rural Principal Arterial - Freeways & Expressways
	SR 528	I-95-US 1	25,550	25,950	24,945	25,860	25,315	30,165	27,775	28,340	31,000	32,730			
93	SR 528	I-95-INDUSTRY RD	20,820	21,360	20,720	21,000	23,050	23,030	22,810	23,290	29,350	28,880	74,400	1/29/2019	Urban Principal Arterial - Freeways & Expressways
92	SR 528	INDUSTRY RD-US 1	30,280	30,540	29,170	30,720	27,580	37,300	32,740	33,390	32,650	36,580	74,400	1/29/2019	Urban Principal Arterial - Freeways & Expressways
25	STADIUM PKWY	WICKHAM-JAMIESON	4,890	5,090	5,910	6,550	6,890	7,810	8,480	9,150	10,460	11,240	17,700	1/14/2019	Urban Minor Arterial
	STADIUM PKWY	JAMIESON-I-95	15,500	15,880	15,585	16,515	16,965	17,707	18,173	19,337	20,273	20,780			
26	STADIUM PKWY	Jamieson-Viera Blvd	16,570	17,350	17,250	18,270	18,910	19,950	20,890	22,170	22,920	23,650	39,800	1/16/2019	Urban Minor Arterial
535	STADIUM PKWY	VIERA BLVD.-ROSEMOUNT DR	14,430	14,410	13,920	14,760	15,020	15,980	16,120	17,160	17,870	18,460	39,800	1/16/2019	Urban Minor Arterial
606	STADIUM PKWY	ROSEMOUNT DRIVE-I-95/FISKE						17,190	17,510	18,680	20,030	20,230	39,800	1/16/2019	Urban Minor Arterial
607	TAVISTOCK	JAMIESON-VIERA BLVD						3,300	3,680	3,720	3,780	3,620	15,600	1/14/2019	Urban Local
608	TAVISTOCK	VIERA BLVD-STADIUM PARKWAY						2,890	2,680	2,650	3,160	2,290	15,600	1/16/2019	Urban Local
	US 1	PINEDA-BARNES	32,480	33,950	27,120	29,530	31,853	32,577	32,687	30,737	32,013	31,497			
89	US 1	Pineda-Suntree Blvd	39,470	42,600	NC	33,100	37,580	37,310	38,750	34,340	38,730	37,540	41,790	1/14/2019	Urban Principal Arterial-Other
567	US 1	Suntree Blvd-Viera Blvd	30,740	31,160	28,680	28,770	31,550	32,650	31,520	30,670	31,070	29,740	41,790	3/6/2019	Urban Principal Arterial-Other
36	US 1	Viera Blvd-Barnes	27,230	28,090	25,560	26,720	26,430	27,770	27,790	27,200	26,240	27,210	41,790	3/13/2019	Urban Principal Arterial-Other
70	US 1	BARNES-EYSTER	24,700	25,800	23,920	26,150	25,690	25,980	26,300	25,060	26,090	26,340	41,790	3/12/2019	Urban Principal Arterial-Other

**Note: 2016 AADT's Beaches area were counted twice in 2016 and the AADT listed is the average of the two counts.*
NC=Not Counted; UC=Under Construction

SPACE COAST TRANSPORTATION PLANNING ORGANIZATION TRAFFIC COUNTS: 2010 - 2019

ID	ROAD	SEGMENT (Sections)	2010 AADT	2011 AADT	2012 AADT	2013 AADT	2014 AADT	2015 AADT	2016 AADT	2017 AADT	2018 AADT	2019 AADT	Current MAV	Last Count Taken	Functional Classification
AREA: MERRITT ISLAND															
603	SPACE COMMERCE WAY	SR 3-NASA CAUSEWAY						3,090	3,040	3,780	3,440	4,960	12,900	2/18/2019	Rural Principal Arterial Other
	SR 520	HUMPHREY BR-S. BANANA	34,103	33,698	30,878	32,220	33,311	34,200	32,467	30,929	29,694	29,844			
101	SR 520	Bridge-N.Tropical	46,750	46,850	NC	44,390	46,090	48,440	44,400	44,820	39,660	43,440	59,900	2/4/2019	Urban Principal Arterial-Other
148	SR 520	N.Tropical-SR 3	38,370	38,460	37,670	37,240	34,900	39,820	37,210	36,850	35,640	35,120	59,900	2/6/2019	Urban Principal Arterial-Other
97	SR 520	SR 3-Plaza ent	34,550	33,760	33,430	31,820	34,410	33,630	32,070	29,870	28,700	25,840	62,900	2/4/2019	Urban Principal Arterial-Other
98	SR 520	Plaza ent-Plumosa	34,430	33,940	30,530	31,860	34,130	33,790	31,800	29,940	30,490	31,230	62,900	2/6/2019	Urban Principal Arterial-Other
99	SR 520	Plumosa-Mall ent	33,970	32,810	32,560	30,560	32,780	32,140	31,640	28,750	25,300	28,870	62,900	2/6/2019	Urban Principal Arterial-Other
100	SR 520	Mall ent-SykesCrkPkw	27,500	25,620	26,270	26,010	28,740	27,140	24,810	23,660	24,130	23,280	62,900	3/6/2019	Urban Principal Arterial-Other
149	SR 520	Sykes-Newfound HrbDr	34,630	34,170	32,270	32,520	33,160	34,480	35,170	30,740	31,000	30,070	62,900	2/13/2019	Urban Principal Arterial-Other
150	SR 520	Newfound Hbr-N Banana	28,560	27,750	27,330	27,290	28,940	29,920	28,670	26,820	26,050	25,830	62,900	2/13/2019	Urban Principal Arterial-Other
151	SR 520	N Banana-S Banana	28,170	29,920	26,960	28,290	26,650	28,440	26,430	26,910	26,280	24,920	62,900	2/13/2019	Urban Principal Arterial-Other
	SR 528	US 1-SR 401	36,903	36,847	35,343	37,053	37,850	39,243	37,940	39,587	38,480	39,403			
128	SR 528	US 1-N COURTENAY	45,990	46,150	43,000	44,700	45,760	49,740	48,660	48,600	44,630	46,100	74,400	3/6/2019	Urban Principal Arterial-Other
129	SR 528	N Crtny-N Banana Rv Dr	33,710	33,920	32,770	33,630	36,360	32,570	31,070	36,810	37,340	37,570	74,400	2/13/2019	Urban Principal Arterial-Other
127	SR 528	N Banana Rv Dr-SR 401	31,010	30,470	30,260	32,830	31,430	35,420	34,090	33,350	33,470	34,540	74,400	2/13/2019	Urban Principal Arterial-Other
123	SYKES CREEK	FORTENBERRY-SR 520	5,630	5,530	5,490	5,610	NC	5,610	5,390	5,440	4,830	4,670	33,800	2/6/2019	Urban Major Collector
121	SYKES CREEK	SR 520-MERRITT	12,460	11,970	12,010	11,770	12,210	12,640	12,680	12,070	12,570	12,010	39,800	2/6/2019	Urban Major Collector
108	SYKES CREEK	MERRITT-N BANANA	9,880	9,670	9,700	9,890	NC	10,610	11,080	10,970	10,660	10,090	17,700	2/18/2019	Urban Major Collector
AREA: CENTRAL															
75	ADAMSON	PINE-SR 524	4,360	5,220	4,720	4,880	4,700	5,210	5,380	5,340	6,100	5,100	17,700	3/5/2019	Urban Minor Collector
	BARNES	FISKE-MURRELL	16,580	16,410	15,420	15,060	15,460	15,895		13,145	13,835	17,545			
77	BARNES	FISKE-THREE MEADOWS DRIVE	16,580	16,410	15,420	15,060	15,460	15,940	UC	13,440	13,750	19,340	39,800	1/16/2019	Urban Principal Arterial-Other
604	BARNES	THREE MEADOWS DRIVE-MURRELL						15,850	UC	12,850	13,920	15,750	39,800	1/22/2019	Urban Principal Arterial-Other
72	BARNES	MURRELL-US 1	10,930	NC	9,560	NC	9,720	9,910	8,800	9,560	10,510	10,910	17,700	1/16/2019	Urban Principal Arterial-Other
49	CLEARLAKE	PLUCKEBAUM-SR 520	6,380	5,640	5,130	5,400	4,800	5,050	4,590	4,750	5,910	5,160	15,600	1/28/2019	Urban Major Collector
	CLEARLAKE	SR 520-MICHIGAN	20,650	18,265	17,620	15,747	15,933	18,307	18,030	16,990	17,407	16,327			
29	CLEARLAKE	SR 520-Lake	16,580	13,250	12,650	11,550	11,640	14,160	13,400	12,810	14,590	12,870	39,800	3/5/2019	Urban Minor Arterial
30	CLEARLAKE	Lake-Dixon	19,470	17,740	17,010	16,010	16,210	19,620	19,120	18,200	18,010	17,110	39,800	1/29/2019	Urban Minor Arterial
31	CLEARLAKE	Dixon-Rosetine	23,220	20,620	20,250	NC	19,950	NC	21,570	NC	19,620	NC	39,800	1/30/2018	Urban Minor Arterial
32	CLEARLAKE	Rosetine-Michigan	23,330	21,450	20,570	19,680	NC	21,140	NC	19,960	NC	19,000	39,800	3/5/2019	Urban Minor Arterial
	CLEARLAKE	MICHIGAN-SR 524	20,023	19,460	18,100	17,233	17,727	19,817	19,927	18,193	18,640	17,783			
39	CLEARLAKE	Michigan-Otterbein	22,180	21,620	20,360	18,910	18,410	21,290	21,320	19,970	20,550	19,530	39,800	1/29/2019	Urban Minor Arterial
50	CLEARLAKE	Otterbein-N. Wal-Mart Ent.	17,100	16,580	14,920	14,120	15,520	16,960	16,090	14,810	15,770	15,210	41,790	1/29/2019	Urban Minor Arterial
95	CLEARLAKE	WAL-MART-SR 524	20,790	20,180	19,020	18,670	19,250	21,200	22,370	19,800	19,600	18,610	41,790	1/29/2019	Urban Minor Arterial
61	COX	SR 520-SR 524	4,400	4,180	3,210	4,260	4,100	4,560	4,810	4,240	4,460	4,370	17,700	1/23/2019	Urban Major Collector
69	COX	SR 524-JAMES	2,670	2,520	2,550	2,580	2,490	2,760	2,690	2,600	2,660	2,630	17,700	1/23/2019	Urban Major Collector
	DIXON	CLEARLAKE-US 1	12,173	11,320	10,970	9,855	9,630	10,160	10,415	10,303	10,758	10,340			
47	DIXON	Clearlake-Pineda St	12,740	11,740	11,490	10,280	10,320	11,360	11,290	10,920	11,070	10,620	39,800	3/5/2019	Urban Minor Arterial
51	DIXON	Pineda St-Fiske	11,820	11,250	10,760	9,590	9,420	10,260	10,130	10,240	10,490	10,390	39,800	3/13/2019	Urban Minor Arterial
46	DIXON	Fiske-Byrd Plaza ent	12,640	11,430	NC	10,140	9,800	10,220	10,760	10,560	11,260	10,780	39,800	3/5/2019	Urban Minor Arterial
45	DIXON	Byrd Plaza Ent-US 1	11,490	10,860	10,660	9,410	8,980	8,800	9,480	9,490	10,210	9,570	39,800	1/29/2019	Urban Minor Arterial
	FISKE	I-95-BARTON	23,645	21,390	20,990	21,360	21,805	23,125	23,310	22,190	24,190	25,015			
44	FISKE	I-95/Barnes-Eyster	23,210	21,050	21,060	21,880	22,160	24,690	25,080	24,190	25,820	27,300	41,790	1/16/2019	Urban Principal Arterial-Other
96	FISKE	Eyster-Barton	24,080	21,730	20,920	20,840	21,450	21,560	21,540	20,190	22,560	22,730	41,790	1/22/2019	Urban Principal Arterial-Other

**Note: 2016 AADT's Beaches area were counted twice in 2016 and the AADT listed is the average of the two counts.*
NC=Not Counted; UC=Under Construction

SPACE COAST TRANSPORTATION PLANNING ORGANIZATION TRAFFIC COUNTS: 2010 - 2019

ID	ROAD	SEGMENT (Sections)	2010 AADT	2011 AADT	2012 AADT	2013 AADT	2014 AADT	2015 AADT	2016 AADT	2017 AADT	2018 AADT	2019 AADT	Current MAV	Last Count Taken	Functional Classification
AREA: NORTH															
206	BARNA	SR 405-SR 50	5,470	5,200	4,770	4,770	4,930	5,160	5,540	5,920	NC	6,400	15,600	12/4/2019	Urban Major Collector
521	CAMP	GRISSOM-US 1	2,800	2,650	2,450	2,290	2,370	2,150	2,670	2,730	2,690	2,430	15,600	11/5/2019	Urban Major Collector
	CANAVERAL GROVES	PINE-US 1	7,310	4,640	7,020	4,365	6,760	4,360	7,290	4,620	7,680	5,260			
522	CITRUS	PINE-LEE	NC	3,710	NC	3,550	NC	3,380	NC	3,830	NC	4,500	15,600	10/30/2019	Urban Major Collector
212	CANAVERAL GROVES	LEE-GRISSOM	7,310	NC	7,020	NC	6,760	NC	7,290	NC	7,680	NC	15,600	11/6/2018	Urban Major Collector
213	CANAVERAL GROVES	GRISSOM-US 1	NC	5,570	NC	5,180	NC	5,340	NC	5,410	NC	6,020	15,600	12/4/2019	Urban Major Collector
	CARPENTER	FOX LAKE-SR 46	4,637	4,687	4,377	4,483	4,390	4,455	4,557	4,437	4,630	4,560			
188	CARPENTER	FOX LAKE-GARDEN	3,740	3,800	3,450	3,560	3,540	3,520	3,480	3,690	3,830	3,560	15,600	11/13/2019	Urban Major Collector
184	CARPENTER	GARDEN-DAIRY	5,220	5,230	4,890	4,970	4,960	5,390	5,390	5,410	5,400	5,450	15,600	11/6/2019	Urban Major Collector
183	CARPENTER	DAIRY-SR 46	4,950	5,030	4,790	4,920	4,670	NC	4,800	4,210	4,660	4,670	15,600	11/6/2019	Urban Major Collector
	DAIRY	CARPENTER-US 1	5,925	5,900	5,850	5,660	5,795	5,475	7,760	6,060	6,130	5,940			
185	DAIRY	CARPENTER-HOLDER	NC	5,300	NC	5,100	NC	4,820	NC	5,030	NC	5,270	15,600	11/5/2019	Urban Major Collector
523	DAIRY	HOLDER-SINGLETON	6,280	NC	6,180	NC	6,070	NC	7,760	NC	6,330	NC	15,600	11/7/2018	Urban Major Collector
186	DAIRY	SINGLETON-OLD DIXIE	NC	6,500	NC	6,220	NC	6,130	NC	6,930	NC	6,610	15,600	11/6/2019	Urban Major Collector
187	DAIRY	OLD DIXIE-US 1	5,570	NC	5,520	NC	5,520	NC	NC	6,220	5,930	NC	15,600	11/27/2018	Urban Major Collector
596	DEERING PARKWAY	I-95-US 1					1,870	1,720	2,090	2,470	2,530	2,720	14,200	11/6/2019	Rural Major Collector
	FAY	GOLFVIEW-GRISSOM	6,543	6,400	8,065	5,800	7,805	5,825	8,765	6,275	7,760	6,200			
549	FAY	GOLFVIEW-HOMESTEAD	2,660	2,740	NC	2,680	NC	2,880	NC	3,160	NC	3,120	15,600	11/5/2019	Urban Major Collector
207	FAY	HOMESTEAD-DEER	7,250	6,990	6,780	NC	6,460	NC	6,640	NC	6,740	NC	15,600	11/27/2018	Urban Major Collector
229	FAY	DEER-GRISSOM	9,720	9,470	9,350	8,920	9,150	8,770	10,890	9,390	8,780	9,280	15,600	11/5/2019	Urban Major Collector
	FAY	GRISSOM-US 1	14,555	14,965	13,975	13,730	13,670	13,590	14,465	14,280	14,380	14,325			
208	FAY	GRISSOM-AREQUIPPA	12,830	NC	12,380	NC	12,830	13,400	13,590	NC	13,090	NC	33,800	11/27/2018	Urban Major Collector
209	FAY	AREQUIPPA-CAROLE	NC	13,410	NC	12,230	NC	12,350	NC	12,860	NC	12,900	33,800	11/5/2019	Urban Major Collector
210	FAY	CAROLE-US 1	16,280	16,520	15,570	15,230	14,510	15,020	15,340	15,700	15,670	15,750	33,800	11/5/2019	Urban Major Collector
235	FOX LAKE	CARPENTER-SOUTH	4,250	NC	3,870	NC	NC	3,920	NC	NC	4,130	NC	17,700	11/27/2018	Urban Major Collector
	GRISSOM	INDUSTRY-PORT ST. JOHN PARKWAY	10,053	10,633	9,930	9,753	10,223	10,213	10,033	10,357	10,077	10,197			
197	GRISSOM	INDUSTRY-CANAVERAL GRVS	11,060	11,820	10,870	10,680	11,540	11,720	11,300	11,160	10,800	10,640	15,600	12/4/2019	Urban Minor Arterial
196	GRISSOM	CANAVERAL GRVS-CAMP	8,940	9,320	8,980	8,960	9,010	9,490	8,660	9,360	9,140	9,470	17,700	11/5/2019	Urban Minor Arterial
195	GRISSOM	CAMP-PORT ST. JOHN PARKWAY	10,160	10,760	9,940	9,620	10,120	9,430	10,140	10,550	10,290	10,480	17,700	11/5/2019	Urban Minor Arterial
	GRISSOM	PORT ST. JOHN PARKWAY-KINGS HWY	11,863	12,123	11,687	11,573	12,220	11,170	14,117	11,890	12,660	12,607			
194	GRISSOM	PORT ST. JOHN PARKWAY-BRIDGE	12,890	13,680	12,670	12,720	13,840	NC	14,940	13,920	14,150	14,550	17,700	11/5/2019	Urban Minor Arterial
193	GRISSOM	BRIDGE-FAY	11,290	11,750	11,380	12,130	12,390	12,740	13,700	12,070	12,670	12,990	17,700	11/5/2019	Urban Minor Arterial
192	GRISSOM	FAY-CURTIS	NC	10,940	NC	9,870	NC	9,600	NC	9,680	NC	10,280	15,600	11/5/2019	Urban Minor Arterial
191	GRISSOM	CURTIS-KINGS HIGHWAY	11,410	NC	11,010	NC	10,430	NC	13,710	NC	11,160	NC	15,600	11/27/2018	Urban Minor Arterial
	GRISSOM	KINGS HIGHWAY-SR 405	9,690	9,655	8,980	8,970	9,310	9,320	8,660	10,080	9,160	10,440			
190	GRISSOM	KINGS HIGHWAY-SHEPARD	10,010	9,890	NC	8,970	NC	9,320	NC	10,080	NC	10,440	30,400	11/5/2019	Rural Minor Arterial
189	GRISSOM	SHEPARD-SR 405	9,370	9,420	8,980	NC	9,310	NC	8,620	NC	9,160	NC	39,800	11/6/2018	Urban Minor Arterial
524	GOLFVIEW	PORT ST. JOHN PKWY-FAY	4,640	NC	4,610	NC	4,830	NC	NC	5,570	5,680	NC	15,600	11/6/2018	Urban Major Collector
526	HOLDER	DAIRY-SR 46	NC	2,720	NC	2,670	NC	NC	NC	2,840	NC	2,730	17,700	11/6/2019	Urban Major Collector
	HOPKINS	SR 50-GRACE			9,670	7,640	8,390	6,770	8,995	7,765	8,995	7,715			
583	HOPKINS	SR 50-KNOX MCRAE				6,970	7,130	NC	7,190	NC	7,420	NC	15,600	11/13/2018	Urban Minor Arterial
584	HOPKINS	KNOX MCREA-COUNTRY CLUB DR				9,640	NC	9,090	NC	10,710	NC	10,380	15,600	11/6/2019	Urban Minor Arterial
577	HOPKINS	COUNTRY CLUB DR-HARRISON			9,670	9,400	9,650	NC	10,800	NC	10,570	NC	15,600	11/13/2018	Urban Minor Arterial
586	HOPKINS	HARRISON-GRACE				4,550	NC	4,450	NC	4,820	NC	5,050	15,600	11/6/2019	Urban Minor Arterial
198	INDUSTRY	SR 524-GRISSOM	15,940	16,170	15,900	16,040	18,530	18,030	18,430	17,560	18,700	20,700	41,790	10/30/2019	Urban Minor Arterial
594	INDUSTRY	GRISSOM-CIDCO RD					4,360	NC	4,700	4,590	4,840	4,570	15,600	10/30/2019	Urban Local
245	KINGS HWY	GRISSOM-US 1	NC	4,710	NC	4,300	NC	4,060	NC	5,060	NC	5,200	15,600	11/5/2019	Urban Major Collector
223	NASA CSWY	US 1-SPACE COMMERCE WAY	13,870	12,060	11,200	10,520	11,110	10,170	12,070	12,260	13,400	14,380	30,400	11/5/2019	Rural Principal Arterial Other

**Note: 2016 AADT's Beaches area were counted twice in 2016 and the AADT listed is the average of the two counts.*
NC=Not Counted; UC=Under Construction

APPENDIX B

Intersection Traffic Counts & Adjustments Factors

Prepared by National Data & Surveying Services

E Industry Rd & SR 524

Peak Hour Turning Movement Count

ID: 20-130167-003
City: Cocoa

Day: Wednesday
Date: 08/26/2020

PEAK HOURS	
AM	NONE
NOON	NONE
PM	04:00 PM - 05:00 PM

COUNT PERIODS	
AM	NONE
NOON	NONE
PM	04:00 PM - 06:00 PM

E Industry Rd — SOUTHBOUND

AM	0	0	0	0	0	AM
NOON	0	0	0	0	0	NOON
PM	369	100	300	1	794	PM

SR 524 — EASTBOUND

AM	NOON	PM	
0	0	695	⇦
0	0	0	↶ 0
0	0	338	↱ 0
0	0	267	→ 0
0	0	18	↴ 0
AM	NOON	PM	

SR 524 — WESTBOUND

PM	NOON	AM	
378	0	0	0 ↰
306	0	0	0 ←
128	0	0	0 ↰
1	0	0	0 ↶
655	0	0	⇨
PM	NOON	AM	

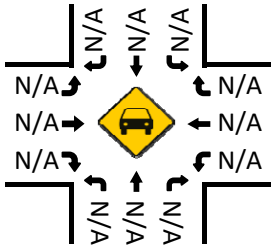
CONTROL: Signalized

	AM	NOON	PM
TEV	0	0	2390
PHF			0.94

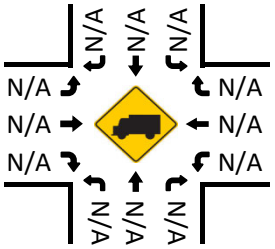
PM	246	0	20	77	87	PM
NOON	0	0	0	0	0	NOON
AM	0	0	0	0	0	AM

E Industry Rd — NORTHBOUND

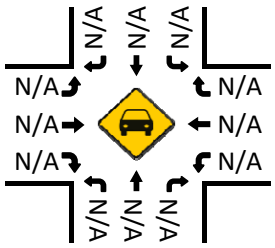
Cars (AM)



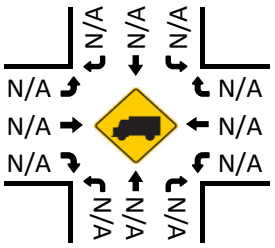
HT (AM)



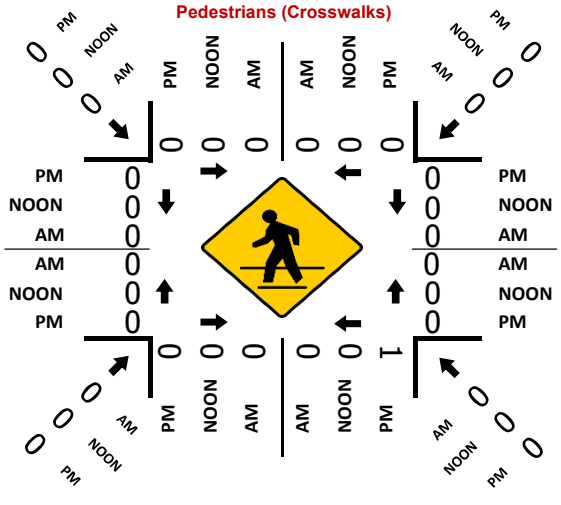
Cars (NOON)



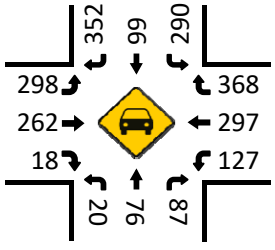
HT (NOON)



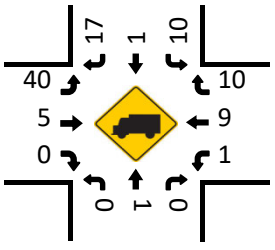
Pedestrians (Crosswalks)



Cars (PM)



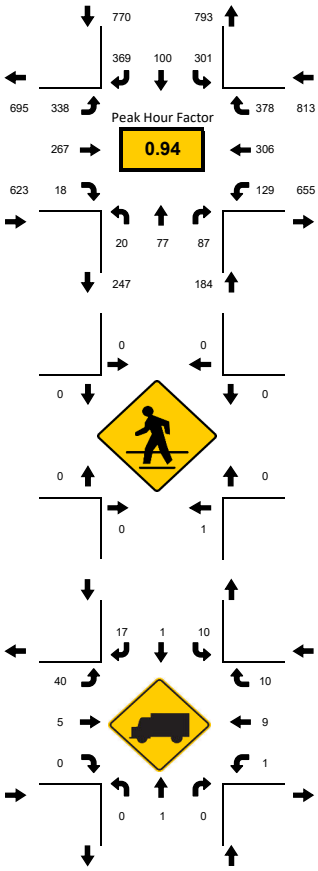
HT (PM)



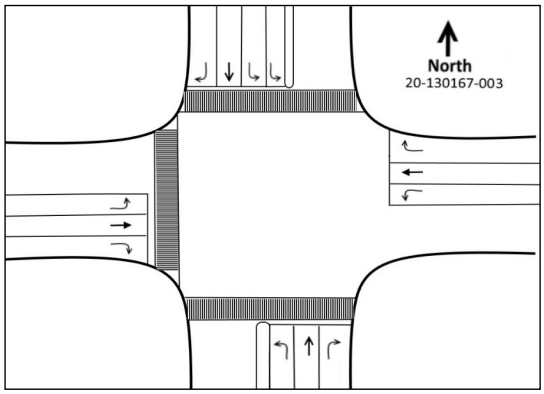
LOCATION: E Industry Rd & SR 524
CITY/STATE: Cocoa, FL

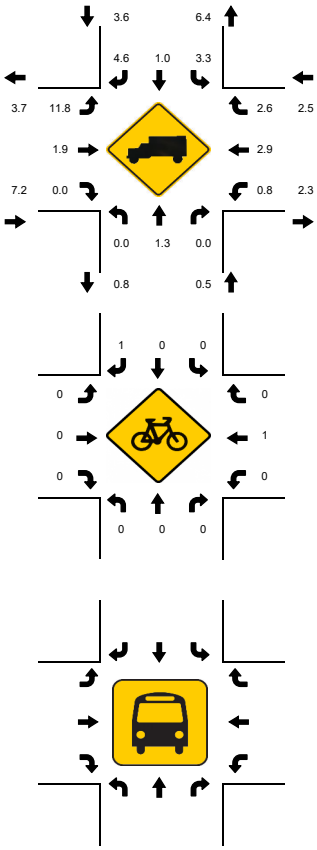
PROJECT ID: 20-130167-003
DATE: 08/26/2020

Peak-Hour: 04:00 PM - 05:00 PM
Peak 15-Minute: 04:15 PM - 04:30 PM



National Data & Surveying Services





15-Min Count Period Beginning At	E Industry Rd Northbound					E Industry Rd Southbound					SR 524 Eastbound					SR 524 Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	3	21	21	0		78	15	108	0		101	78	3	0		37	83	80	0		628	2390
04:15 PM	4	18	18	0		77	35	91	0		92	72	10	0		34	73	115	0		639	2381
04:30 PM	10	16	32	0		64	21	83	1		72	60	3	0		33	91	96	0		582	2340
04:45 PM	3	22	16	0		81	29	87	0		73	57	2	0		24	59	87	1		541	2298
05:00 PM	2	23	23	0		58	24	92	0		112	68	5	0		34	87	91	0		619	2256
05:15 PM	8	26	22	0		81	37	98	0		95	45	9	0		28	61	88	0		598	1637
05:30 PM	10	20	16	0		64	32	75	0		66	61	1	1		39	71	84	0		540	1039
05:45 PM	6	21	28	0		61	26	80	0		54	56	4	0		25	71	67	0		499	499
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	40	88	128	0		324	140	432	4		404	312	40	0		148	364	460	4		**2888**	
Heavy Trucks	0	4	0			20	4	24			60	8	0			4	16	12			**152**	
Pedestrians		4					0					0					0				**4**	
Bicycles	0	0	0			0	0	4			0	0	0			0	4	0			**8**	
Railroad																						
Stopped Buses																						

National Data & Surveying Services

N/S Street: **E Industry Rd**	Speed: **45 MPH**

Site Code: **20-130167-003**

Date: **08/26/2020**

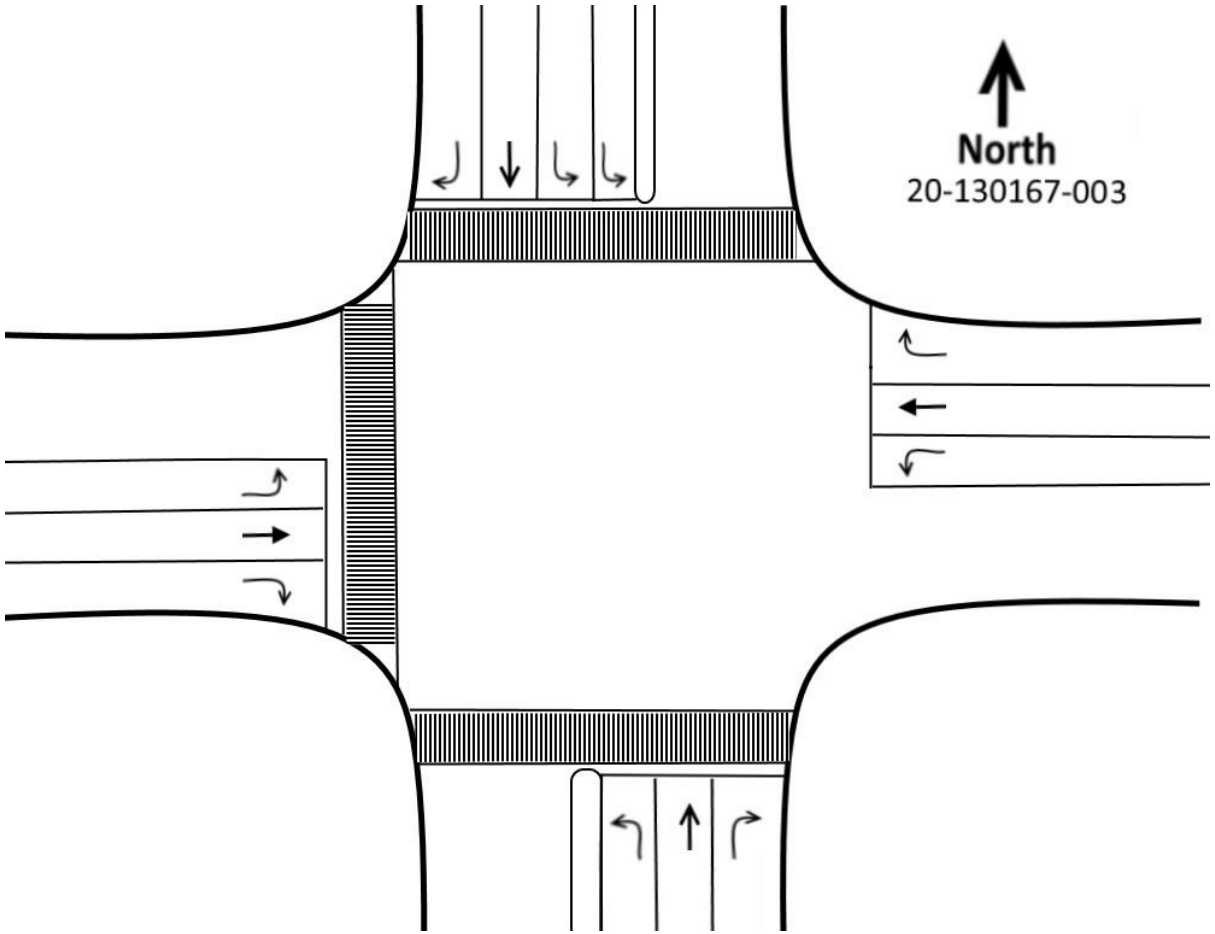
Weather: **Sunny**

City: **Cocoa**

County: **Brevard**

Count Times: **16:00 - 18:00**

Control: **Signalized**



E/W Street: **SR 524**

Speed: **55 MPH**

SIGNAL TIMING

PHASES	1	2	3
NL/SL	-	00:17	00:18
SL/ST	00:27	00:14	00:13
NT/ST	00:24	00:21	00:17
EL/WL	00:20	-	00:25
EL/ET	-	00:49	00:12
WL/WT	00:03	-	-
ET/WT	00:23	00:36	00:44

Prepared by National Data & Surveying Services

CVS Pharmacy Entrance/Cocoa Veterinary Hospital Dwy & SR 524

Peak Hour Turning Movement Count

ID: 20-130167-002
City: Cocoa

Day: Wednesday
Date: 08/26/2020

CVS Pharmacy Entrance/Cocoa Veterinary Hospital Dwy

SOUTHBOUND

PEAK HOURS		COUNT PERIODS
NONE	AM	NONE
NONE	NOON	NONE
04:15 PM - 05:15 PM	PM	04:00 PM - 06:00 PM

AM	0	0	0	0	0
NOON	0	0	0	0	0
PM	35	3	50	0	33

EASTBOUND

AM	NOON	PM	
0	0	736	⇦
0	0	0	↶ 0
0	0	19	↱ 0
0	0	539	→ 0
0	0	42	↴ 0

WESTBOUND

	PM	NOON	AM
0	6	0	0
0	605	0	0
0	22	0	0
0	1	0	0
⇨	603	0	0

CONTROL: Signalized

	AM	NOON	PM
TEV	0	0	1439
PHF			0.92

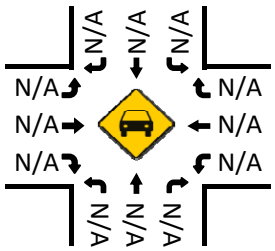
PM	67	0	96	8	13
NOON	0	0	0	0	0
AM	0	0	0	0	0

NORTHBOUND

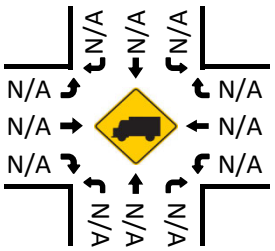
macy Entrance/Cocoa Veterinary Hos

SR 524 (EASTBOUND) | SR 524 (WESTBOUND)

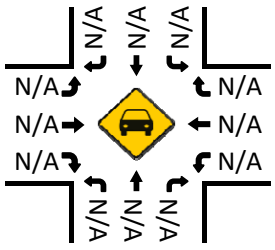
Cars (AM)



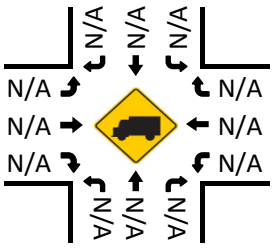
HT (AM)



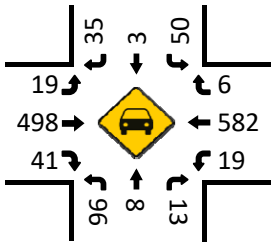
Cars (NOON)



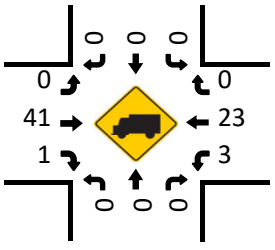
HT (NOON)



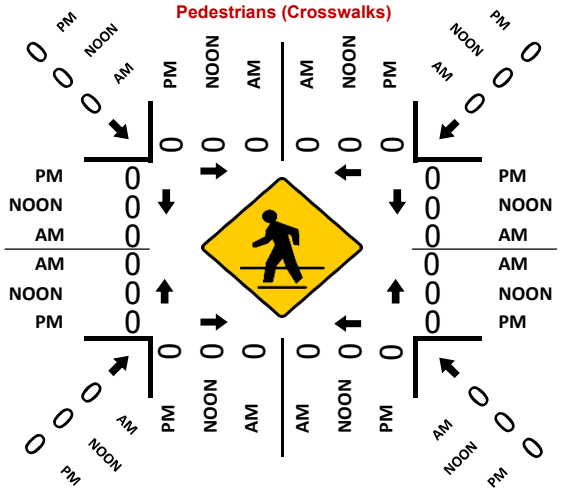
Cars (PM)



HT (PM)



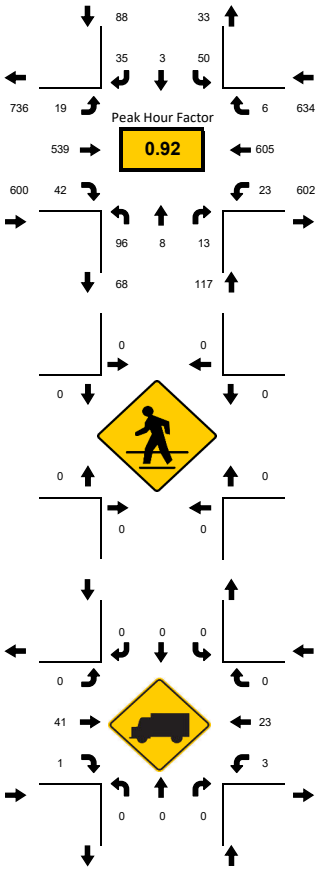
Pedestrians (Crosswalks)



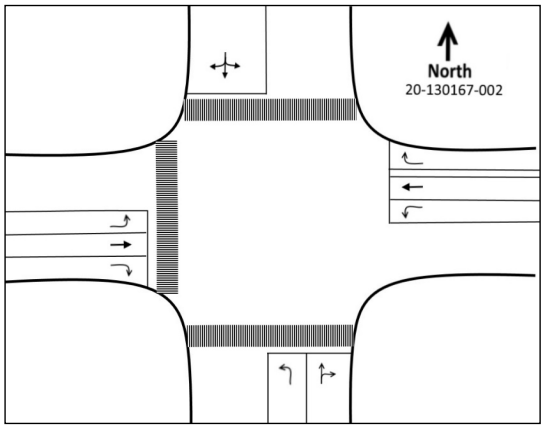
LOCATION: CVS Pharmacy Entrance/Cocoa Veterinary Hospital Dwy & SR 524
CITY/STATE: Cocoa, FL

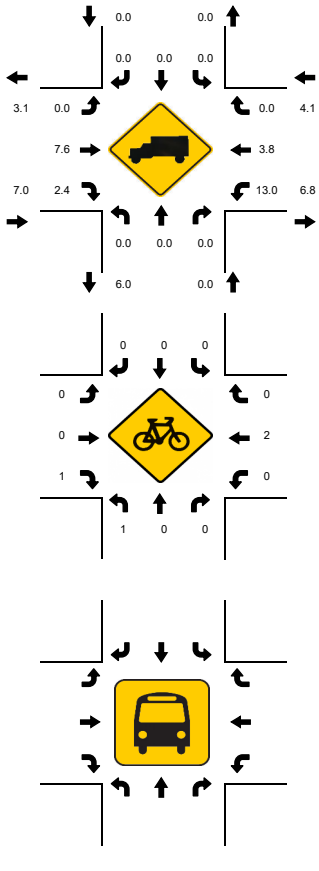
PROJECT ID: 20-130167-002
DATE: 08/26/2020

Peak-Hour: 04:15 PM - 05:15 PM
Peak 15-Minute: 05:00 PM - 05:15 PM



National Data & Surveying Services





15-Min Count Period Beginning At	...cy Entrance/Cocoa Veterinary H... Northbound					...cy Entrance/Cocoa Veterinary H... Southbound					SR 524 Eastbound					SR 524 Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	16	1	3	0		13	1	2	0		5	156	11	0		8	168	0	0		384	1432
04:15 PM	25	1	1	0		9	0	5	0		4	148	12	0		8	153	1	0		367	1439
04:30 PM	25	2	5	0		19	3	9	0		5	106	12	0		6	151	1	0		344	1429
04:45 PM	24	3	3	0		9	0	10	0		6	124	7	0		4	143	3	1		337	1386
05:00 PM	22	2	4	0		13	0	11	0		4	161	11	0		4	158	1	0		391	1354
05:15 PM	25	0	2	0		12	1	4	0		7	122	21	0		7	154	1	1		357	963
05:30 PM	30	0	0	0		9	1	7	0		4	112	7	0		4	127	0	0		301	606
05:45 PM	27	2	3	0		8	2	9	0		3	92	10	0		8	141	0	0		305	305

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	100	12	20	0		76	12	44	0		24	644	48	0		32	632	12	4		**1660**
Heavy Trucks	0	0	0			0	0	0			0	64	4			4	36	0			**108**
Pedestrians		0					0					0					0				**0**
Bicycles	4	0	0			0	0	0			0	0	4			0	4	0			**12**
Railroad																					
Stopped Buses																					

National Data & Surveying Services

N/S Street: **CVS Pharmacy Entrance/Cocoa Veterinary Hospital Dwy**	Speed: **N/A**

Site Code: **20-130167-002**

Date: **08/26/2020**

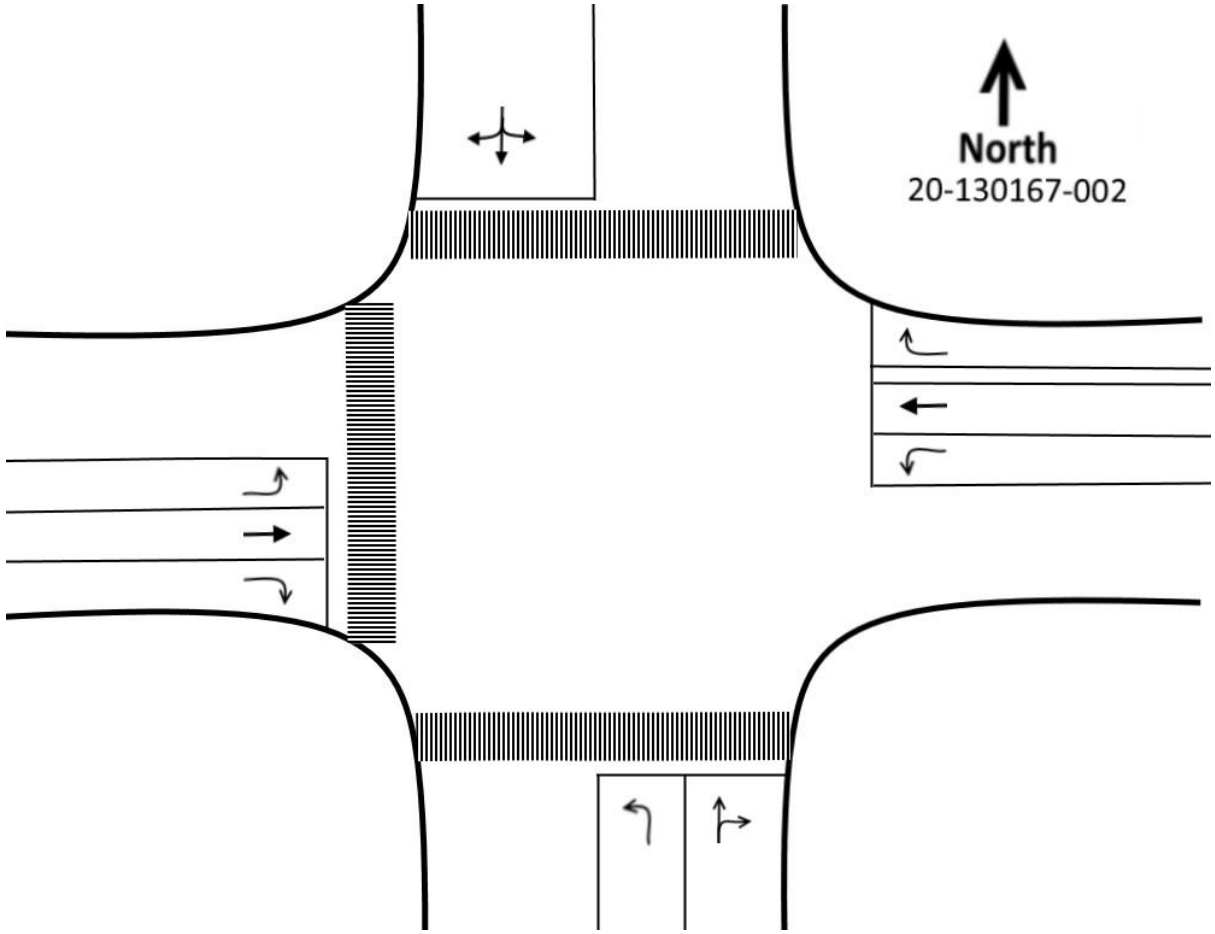
Weather: **Sunny**

City: **Cocoa**

County: **Brevard**

Count Times: **16:00 - 18:00**

Control: **Signalized**



E/W Street: **SR 524**

Speed: **55 MPH**

SIGNAL TIMING

PHASES	1	2	3
NT/ST	00:23	00:24	00:16
WL/WT	-	-	00:13
ET/WT	01:07	01:09	01:08

Prepared by National Data & Surveying Services

London Blvd & SR 524

Peak Hour Turning Movement Count

ID: 20-130167-001
City: Cocoa

Day: Wednesday
Date: 08/26/2020

PEAK HOURS	COUNT PERIODS
NONE	NONE
NONE	NONE
04:00 PM - 05:00 PM	04:00 PM - 06:00 PM

London Blvd — SOUTHBOUND

AM	0	0	0	0	0	AM
NOON	0	0	0	0	0	NOON
PM	14	0	58	0	105	PM

EASTBOUND — SR 524

AM	NOON	PM	
0	0	635	⇦
0	0	0	↶ 0
0	0	20	↱ 0
0	0	530	→ 0
0	0	0	↴ 0

WESTBOUND — SR 524

PM	NOON	AM	
85	0	0	0 ↰
621	0	0	0 ←
0	0	0	0 ↰
0	0	0	0 ↶
588	0	0	⇨

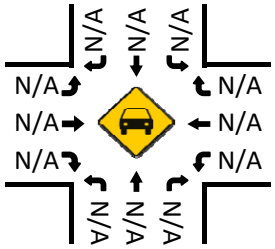
0	0	0	0

CONTROL			
Signalized			
TEV	0 AM	0 NOON	1328 PM
PHF			0.92

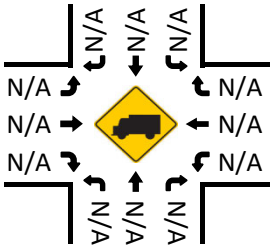
PM	0	0	0	0	0	PM
NOON	0	0	0	0	0	NOON
AM	0	0	0	0	0	AM

NORTHBOUND — London Blvd

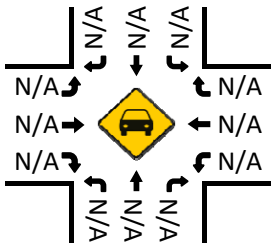
Cars (AM)



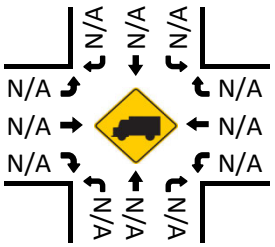
HT (AM)



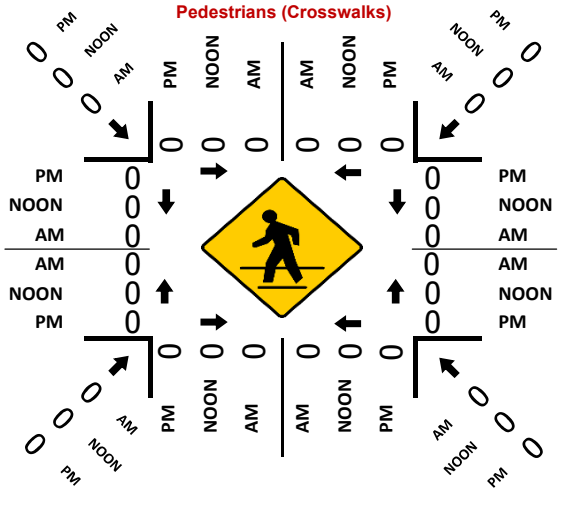
Cars (NOON)



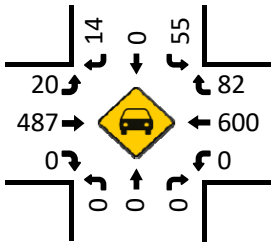
HT (NOON)



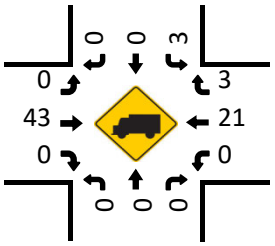
Pedestrians (Crosswalks)



Cars (PM)

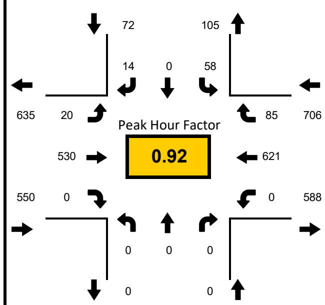


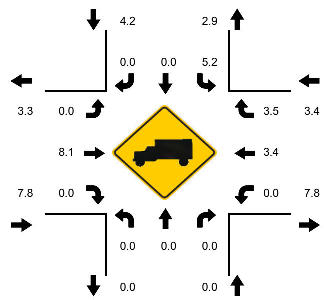
HT (PM)



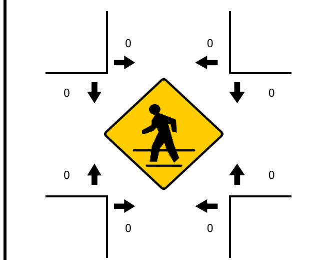
LOCATION: London Blvd & SR 524 **PROJECT ID:** 20-130167-001
CITY/STATE: Cocoa, FL **DATE:** 08/26/2020

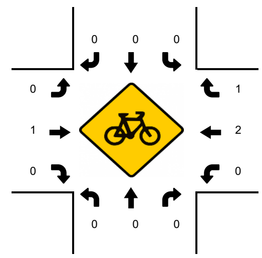
Peak-Hour: 04:00 PM - 05:00 PM
Peak 15-Minute: 04:15 PM - 04:30 PM

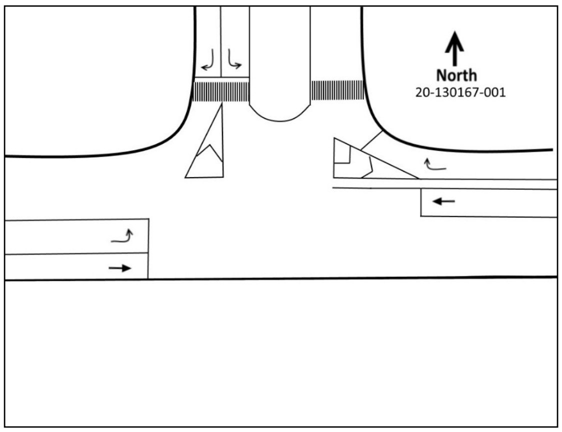


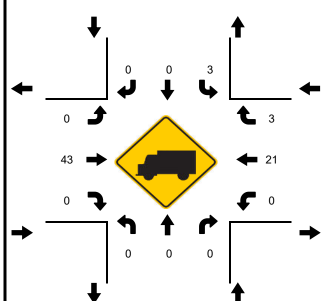


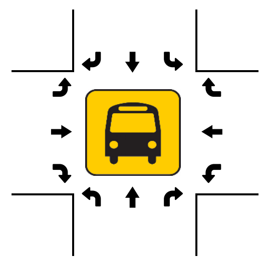
National Data & Surveying Services









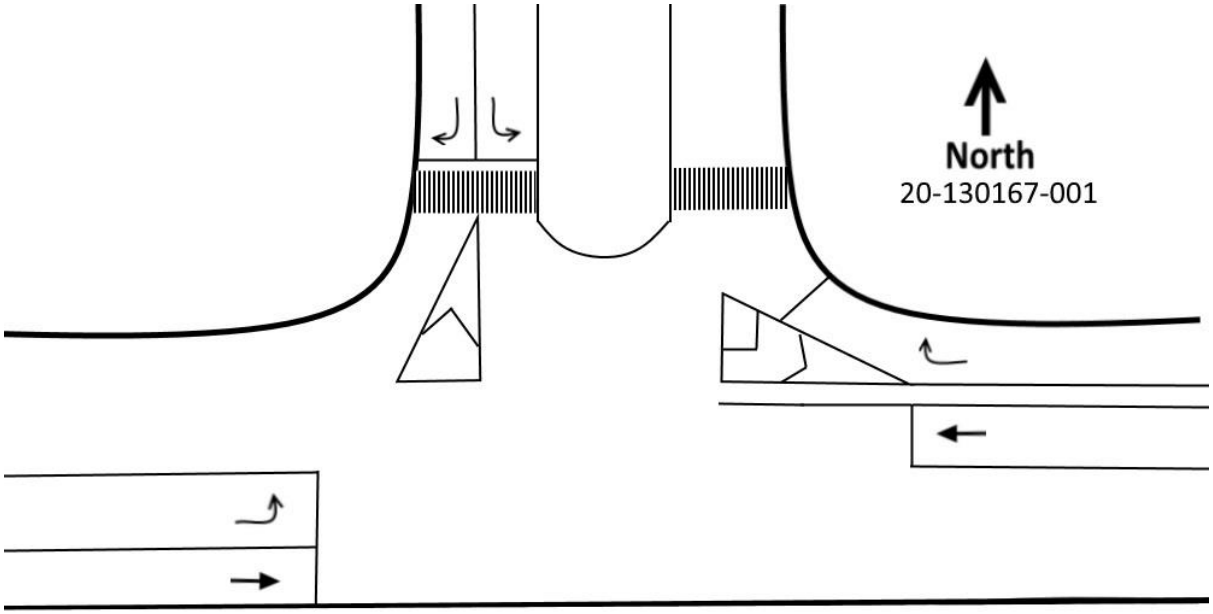


15-Min Count Period Beginning At	London Blvd Northbound					London Blvd Southbound					SR 524 Eastbound					SR 524 Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	0	0	0	0		14	0	6	0		2	152	0	0		0	160	20	0		354	1328
04:15 PM	0	0	0	0		22	0	2	0		6	146	0	0		0	155	28	0		359	1327
04:30 PM	0	0	0	0		12	0	2	0		4	109	0	0		0	153	18	0		298	1316
04:45 PM	0	0	0	0		10	0	4	0		8	123	0	0		0	153	19	0		317	1314
05:00 PM	0	0	0	0		24	0	4	0		5	149	0	0		0	140	31	0		353	1276
05:15 PM	0	0	0	0		17	0	2	0		6	134	0	0		0	167	22	0		348	923
05:30 PM	0	0	0	0		19	0	4	0		10	104	0	0		0	128	31	0		296	575
05:45 PM	0	0	0	0		13	0	1	0		12	96	0	0		0	133	24	0		279	279

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	0	0	0	0		88	0	24	0		32	608	0	0		0	640	112	0		**1504**
Heavy Trucks	0	0	0			8	0	0			0	60	0			0	32	4			**104**
Pedestrians		0					0					0					0				**0**
Bicycles	0	0	0			0	0	0			0	4	0			0	4	4			**12**
Railroad																					
Stopped Buses																					

National Data & Surveying Services

N/S Street: **London Blvd**	Speed: **25 MPH**



E/W Street: **SR 524**

Speed: **55 MPH**

Site Code: **20-130167-001**

Date: **08/26/2020**

Weather: **Sunny**

City: **Cocoa**

County: **Brevard**

Count Times: **16:00 - 18:00**

Control: **Signalized**

SIGNAL TIMING

PHASES	**1**	**2**	**3**
SL/SR	00:23	00:20	00:17
ET/WT	02:38	00:44	02:00

2019 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7000 BREVARD COUNTYWIDE

MOCF: 0.91

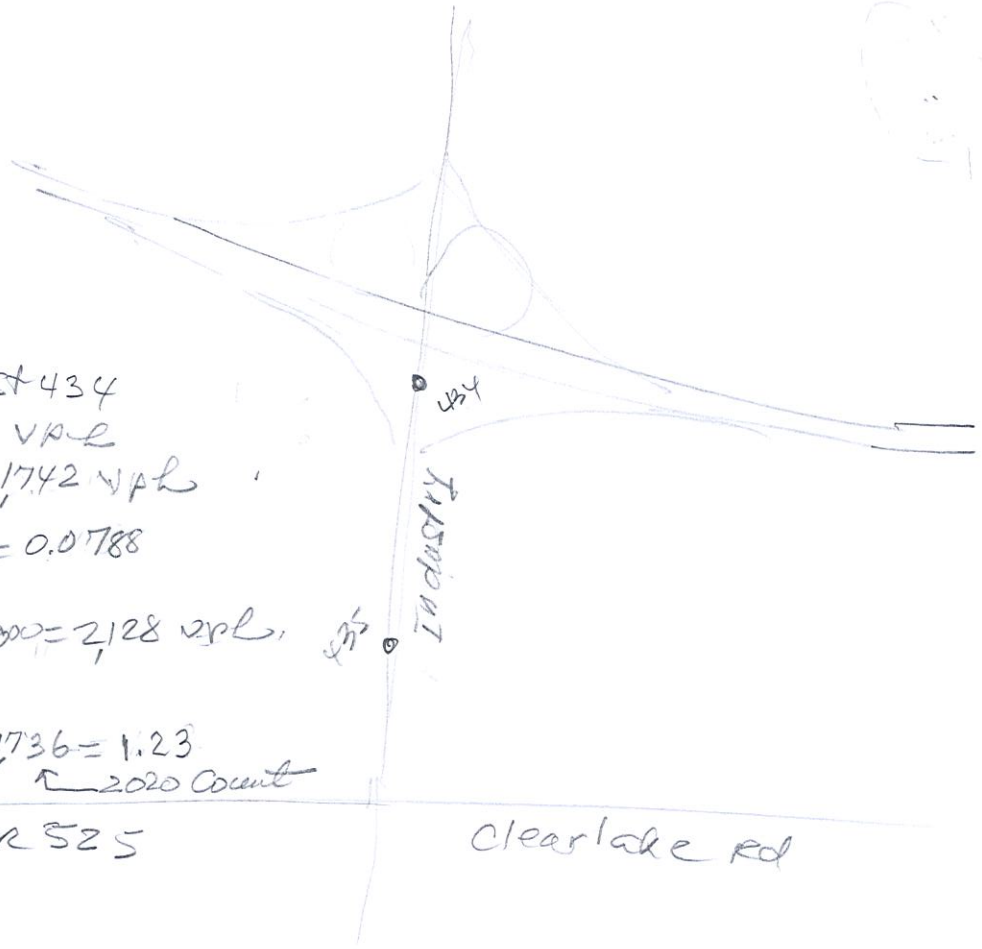
WEEK	DATES	SF	PSCF
1	01/01/2019 - 01/05/2019	1.03	1.13
2	01/06/2019 - 01/12/2019	1.00	1.10
3	01/13/2019 - 01/19/2019	0.97	1.07
4	01/20/2019 - 01/26/2019	0.96	1.05
* 5	01/27/2019 - 02/02/2019	0.94	1.03
* 6	02/03/2019 - 02/09/2019	0.92	1.01
* 7	02/10/2019 - 02/16/2019	0.90	0.99
* 8	02/17/2019 - 02/23/2019	0.90	0.99
* 9	02/24/2019 - 03/02/2019	0.89	0.98
*10	03/03/2019 - 03/09/2019	0.88	0.97
*11	03/10/2019 - 03/16/2019	0.88	0.97
*12	03/17/2019 - 03/23/2019	0.89	0.98
*13	03/24/2019 - 03/30/2019	0.90	0.99
*14	03/31/2019 - 04/06/2019	0.91	1.00
*15	04/07/2019 - 04/13/2019	0.92	1.01
*16	04/14/2019 - 04/20/2019	0.93	1.02
*17	04/21/2019 - 04/27/2019	0.94	1.03
18	04/28/2019 - 05/04/2019	0.96	1.05
19	05/05/2019 - 05/11/2019	0.98	1.08
20	05/12/2019 - 05/18/2019	0.99	1.09
21	05/19/2019 - 05/25/2019	1.01	1.11
22	05/26/2019 - 06/01/2019	1.02	1.12
23	06/02/2019 - 06/08/2019	1.03	1.13
24	06/09/2019 - 06/15/2019	1.05	1.15
25	06/16/2019 - 06/22/2019	1.05	1.15
26	06/23/2019 - 06/29/2019	1.05	1.15
27	06/30/2019 - 07/06/2019	1.05	1.15
28	07/07/2019 - 07/13/2019	1.05	1.15
29	07/14/2019 - 07/20/2019	1.06	1.16
30	07/21/2019 - 07/27/2019	1.06	1.16
31	07/28/2019 - 08/03/2019	1.07	1.18
32	08/04/2019 - 08/10/2019	1.08	1.19
33	08/11/2019 - 08/17/2019	1.08	1.19
34	08/18/2019 - 08/24/2019	1.10	1.21
35	08/25/2019 - 08/31/2019	1.11	1.22
36	09/01/2019 - 09/07/2019	1.12	1.23
37	09/08/2019 - 09/14/2019	1.13	1.24
38	09/15/2019 - 09/21/2019	1.14	1.25
39	09/22/2019 - 09/28/2019	1.12	1.23
40	09/29/2019 - 10/05/2019	1.10	1.21
41	10/06/2019 - 10/12/2019	1.07	1.18
42	10/13/2019 - 10/19/2019	1.05	1.15
43	10/20/2019 - 10/26/2019	1.05	1.15
44	10/27/2019 - 11/02/2019	1.04	1.14
45	11/03/2019 - 11/09/2019	1.04	1.14
46	11/10/2019 - 11/16/2019	1.03	1.13
47	11/17/2019 - 11/23/2019	1.03	1.13
48	11/24/2019 - 11/30/2019	1.03	1.13
49	12/01/2019 - 12/07/2019	1.03	1.13
50	12/08/2019 - 12/14/2019	1.03	1.13
51	12/15/2019 - 12/21/2019	1.03	1.13
52	12/22/2019 - 12/28/2019	1.00	1.10
53	12/29/2019 - 12/31/2019	0.97	1.07

* PEAK SEASON

Covid Factor

Sta 435 AADT 27,000

Sta 434 AADT 22,100



From Synopsis Report @ St 434
PM Peak Hour = 1,584 vph

SF Factor = 1.10 → 1,584 x 1.10 = 1,742 vph

K = 1,742 / 22,100 = 0.0788

PM Peak Hour Cnt @ St 435: 0.0788 x 27,000 = 2,128 vph

Covid Factor: 2128 / 1736 = 1.23
(1736 ← 2020 Count)

COUNTY: 70
STATION: 0434
DESCRIPTION: ON SR-524, 0.232 MI. N OF SR-501 (UV)
START DATE: 08/21/2019
START TIME: 0000

	DIRECTION: N					DIRECTION: S					COMBINED
TIME	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH	TOTAL	TOTAL
0000	28	29	16	27	100	7	15	18	18	58	158
0100	33	6	10	8	57	17	11	19	22	69	126
0200	8	8	7	13	36	18	7	9	14	48	84
0300	15	10	14	26	65	8	18	18	19	63	128
0400	23	21	32	41	117	22	21	36	25	104	221
0500	36	43	52	65	196	40	41	77	95	253	449
0600	58	82	96	106	342	90	125	152	205	572	914
0700	111	95	107	109	422	190	255	261	315	1021	1443
0800	103	110	133	125	471	224	216	273	265	978	1449
0900	98	108	107	104	417	212	198	162	191	763	1180
1000	133	101	106	139	479	178	162	182	170	692	1171
1100	105	108	99	118	430	152	199	172	176	699	1129
1200	128	136	110	143	517	234	200	181	180	795	1312
1300	136	134	143	127	540	174	204	174	155	707	1247
1400	124	107	104	103	438	174	201	214	198	787	1225
1500	142	124	141	177	584	228	213	272	250	963	1547
1600	144	157	151	159	611	214	244	248	233	939	1550
1700	168	137	159	143	607	262	265	227	223	977	1584
1800	126	107	99	95	427	183	159	136	119	597	1024
1900	92	103	79	86	360	130	115	109	98	452	812
2000	89	84	75	57	305	81	103	90	73	347	652
2100	50	40	44	30	164	49	50	65	36	200	364
2200	39	37	27	24	127	31	45	35	26	137	264
2300	21	19	28	14	82	25	28	23	15	91	173
24-HOUR TOTALS:					7894					12312	20206

PEAK VOLUME INFORMATION

	DIRECTION: N		DIRECTION: S		COMBINED DIRECTIONS	
	HOUR	VOLUME	HOUR	VOLUME	HOUR	VOLUME
A.M.	800	471	715	1055	745	1483
P.M.	1615	635	1630	1008	1630	1623
DAILY	1615	635	715	1055	1630	1623

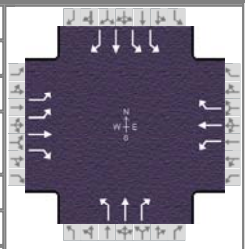
GENERATED BY SPS 5.0.48P

APPENDIX C

Existing HCS Capacity Worksheets

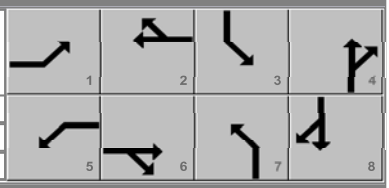
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.25
Analyst	BH	Analysis Date	8/28/2020	Area Type	Other
Jurisdiction	Brevard County	Time Period	P.M. Peak Existing	PHF	0.94
Urban Street	SR 524	Analysis Year	2020	Analysis Period	1> 7:00
Intersection	SR 524 & Industry Rd	File Name	SR 524 & Industry Rd.xus		
Project Description	Cocoa Apartment				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	461	364	25	39	418	517	27	106	119	410	137	504

Signal Information												
Cycle, s	106.1	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	Yes	Simult. Gap E/W	On									
Force Mode	Fixed	Simult. Gap N/S	On									
				Green	4.2	6.4	26.0	3.4	8.1	21.9		
				Yellow	4.0	4.0	4.0	4.0	4.0	4.0		
				Red	2.0	2.0	2.0	2.0	2.0	2.0		



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	2.0	3.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	22.7	44.4	10.2	32.0	9.4	27.9	23.5	42.0
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Allow Headway (*MAH*), s	4.9	5.0	4.9	5.0	5.0	5.2	5.0	5.2
Queue Clearance Time (g_s), s	16.5	19.3	4.4	28.0	3.7	9.2	14.6	37.0
Green Extension Time (g_e), s	0.2	9.1	0.0	0.0	0.0	6.5	3.0	0.0
Phase Call Probability	1.00	1.00	0.71	1.00	0.57	1.00	1.00	1.00
Max Out Probability	1.00	0.28	1.00	1.00	1.00	0.03	0.00	1.00

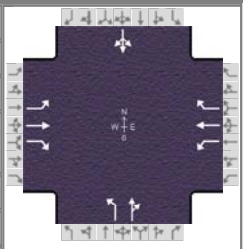
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	490	387	27	41	445	550	29	113	127	436	146	536
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1757	1900	1610	1810	1900		1810	1900	1610	1757	1900	1610
Queue Service Time (g_s), s	14.5	17.3	1.1	2.4	24.5		1.7	5.3	7.2	12.6	5.8	35.0
Cycle Queue Clearance Time (g_c), s	14.5	17.3	1.1	2.4	24.5		1.7	5.3	7.2	12.6	5.8	35.0
Green Ratio (*g/C*)	0.16	0.36	0.36	0.04	0.25		0.03	0.21	0.21	0.17	0.34	0.34
Capacity (*c*), veh/h	552	688	583	72	466		58	392	333	580	645	546
Volume-to-Capacity Ratio (*X*)	0.888	0.563	0.046	0.574	0.955		0.491	0.287	0.381	0.752	0.226	0.981
Back of Queue (*Q*), ft/ln (95 th percentile)	289	296.4	18.3	55.3	520.5		39.2	109.6	126.6	232.4	115	621.2
Back of Queue (*Q*), veh/ln (95 th percentile)	11.6	11.9	0.7	2.2	20.8		1.6	4.4	5.1	9.3	4.6	24.8
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	43.8	27.1	21.9	50.0	39.5		50.5	35.5	36.2	42.2	25.1	34.7
Incremental Delay (d_2), s/veh	16.1	1.1	0.0	9.9	30.6		8.8	0.6	1.0	2.8	0.3	33.7
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	59.9	28.2	22.0	59.9	70.1	0.0	59.3	36.1	37.3	45.0	25.3	68.4
Level of Service (LOS)	E	C	C	E	E	A	E	D	D	D	C	E
Approach Delay, s/veh / LOS	45.2	D		32.5	C		39.1	D		53.7	D	
Intersection Delay, s/veh / LOS	43.6						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.11	B	2.45	B	2.30	B	2.28	B
Bicycle LOS Score / LOS	1.98	B	2.20	B	0.93	A	2.33	B

Copyright © 2020 University of Florida, All Rights Reserved.

HCS7 Signalized Intersection Results Summary

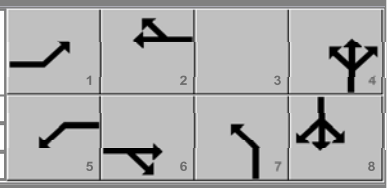
General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.25
Analyst	BH	Analysis Date	8/28/2020	Area Type	Other
Jurisdiction	Brevard County	Time Period	P.M. Peak Existing	PHF	0.92
Urban Street	SR 524	Analysis Year	2020	Analysis Period	1> 7:00
Intersection	SR 524 & CVS Entrance	File Name	SR 524 & CVS Entrance.xus		
Project Description	Cocoa Apartment				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	26	736	58	30	827	9	132	11	17	69	4	48

Signal Information			
Cycle, s	115.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	3.6	0.3	65.2	11.3	10.7	0.0						
Yellow	4.0	0.0	4.0	4.0	4.0	0.0						
Red	2.0	0.0	2.0	2.0	2.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2		4		8
Case Number	2.0	3.0	2.0	3.0		10.0		12.0
Phase Duration, s	9.6	71.2	9.9	71.5		17.3		16.7
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0		6.0		6.0
Max Allow Headway (*MAH*), s	4.9	4.9	4.9	4.9		5.0		5.1
Queue Clearance Time (g_s), s	3.8	38.4	4.0	46.6		11.0		10.6
Green Extension Time (g_e), s	0.0	17.2	0.0	18.8		0.4		0.3
Phase Call Probability	0.60	1.00	0.65	1.00		1.00		0.99
Max Out Probability	1.00	0.24	1.00	0.13		0.56		0.44

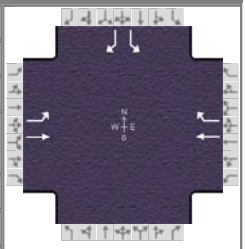
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	28	800	63	33	899	10	143	30			132	
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1900	1610	1810	1900	1610	1810	1713			1727	
Queue Service Time (g_s), s	1.8	36.4	2.0	2.0	44.6	0.3	9.0	1.9			8.6	
Cycle Queue Clearance Time (g_c), s	1.8	36.4	2.0	2.0	44.6	0.3	9.0	1.9			8.6	
Green Ratio (*g/C*)	0.03	0.57	0.57	0.03	0.57	0.57	0.10	0.10			0.09	
Capacity (*c*), veh/h	56	1076	912	61	1081	916	178	168			161	
Volume-to-Capacity Ratio (*X*)	0.502	0.743	0.069	0.533	0.831	0.011	0.807	0.181			0.815	
Back of Queue (*Q*), ft/ln (95 th percentile)	41.6	511.6	29.6	47.7	609.3	4.4	202.9	36.8			190.8	
Back of Queue (*Q*), veh/ln (95 th percentile)	1.7	20.5	1.2	1.9	24.4	0.2	8.1	1.5			7.6	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Uniform Delay (d_1), s/veh	55.0	18.7	11.3	54.8	20.3	10.8	50.9	47.7			51.3	
Incremental Delay (d_2), s/veh	9.5	2.2	0.0	9.9	2.8	0.0	13.2	0.7			13.9	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	
Control Delay (*d*), s/veh	64.5	20.9	11.3	64.7	23.1	10.8	64.1	48.4			65.2	
Level of Service (LOS)	E	C	B	E	C	B	E	D			E	
Approach Delay, s/veh / LOS	21.6	C		24.4	C		61.4	E		65.2	E	
Intersection Delay, s/veh / LOS	28.7						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.89	B	1.67	B	2.14	B	2.16	B
Bicycle LOS Score / LOS	1.96	B	2.04	B	0.77	A	0.70	A

Copyright © 2020 University of Florida, All Rights Reserved.

HCS7 Signalized Intersection Results Summary

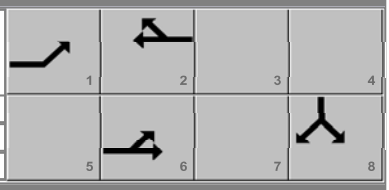
General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.25
Analyst	BH	Analysis Date	8/28/2020	Area Type	Other
Jurisdiction	Brevard County	Time Period	P.M. Peak Existing	PHF	0.92
Urban Street	SR 524	Analysis Year	2020	Analysis Period	1> 7:00
Intersection	SR 524 & London Blvd	File Name	SR 524 & London Blvd.xus		
Project Description	Cocoa Apartment				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	27	723			847	116				79		20

Signal Information			
Cycle, s	73.7	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	2.7	47.7	5.3	0.0	0.0	0.0
Yellow	4.0	4.0	4.0	0.0	0.0	0.0
Red	2.0	2.0	2.0	0.0	0.0	0.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6		2				8
Case Number	1.0	4.0		7.3				9.0
Phase Duration, s	8.7	62.4		53.7				11.3
Change Period, ($Y+R_c$), s	6.0	6.0		6.0				6.0
Max Allow Headway (*MAH*), s	4.9	4.9		4.9				5.1
Queue Clearance Time (g_s), s	2.4	14.2		26.5				5.4
Green Extension Time (g_e), s	0.0	20.6		21.1				0.3
Phase Call Probability	0.45	1.00		1.00				0.89
Max Out Probability	1.00	0.11		0.08				0.01

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6			2	12				3		18
Adjusted Flow Rate (*v*), veh/h	29	786			921	126				86		22
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1900			1900					1810		
Queue Service Time (g_s), s	0.4	12.2			24.5					3.4		
Cycle Queue Clearance Time (g_c), s	0.4	12.2			24.5					3.4		
Green Ratio (*g/C*)	0.71	0.76			0.65					0.07		
Capacity (*c*), veh/h	359	1453			1229					131		
Volume-to-Capacity Ratio (*X*)	0.082	0.541			0.749					0.655		
Back of Queue (*Q*), ft/ln (95 th percentile)	5.2	57.3			257.4					75.1		
Back of Queue (*Q*), veh/ln (95 th percentile)	0.2	2.3			10.3					3.0		
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00			0.00					0.00		
Uniform Delay (d_1), s/veh	8.1	3.5			8.9					33.3		
Incremental Delay (d_2), s/veh	0.1	0.4			1.3					7.6		
Initial Queue Delay (d_3), s/veh	0.0	0.0			0.0					0.0		
Control Delay (*d*), s/veh	8.3	3.9			10.3	0.0				41.0		0.0
Level of Service (LOS)	A	A			B	A				D		A
Approach Delay, s/veh / LOS	4.1	A		9.0	A		0.0			32.7	C	
Intersection Delay, s/veh / LOS	8.3						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.63	A	1.86	B	1.95	B	1.95	B
Bicycle LOS Score / LOS	1.83	B	2.21	B				F

Copyright © 2020 University of Florida, All Rights Reserved.

APPENDIX D

ITE Trip Generation Sheets

Multifamily Housing (Low-Rise)
(220)

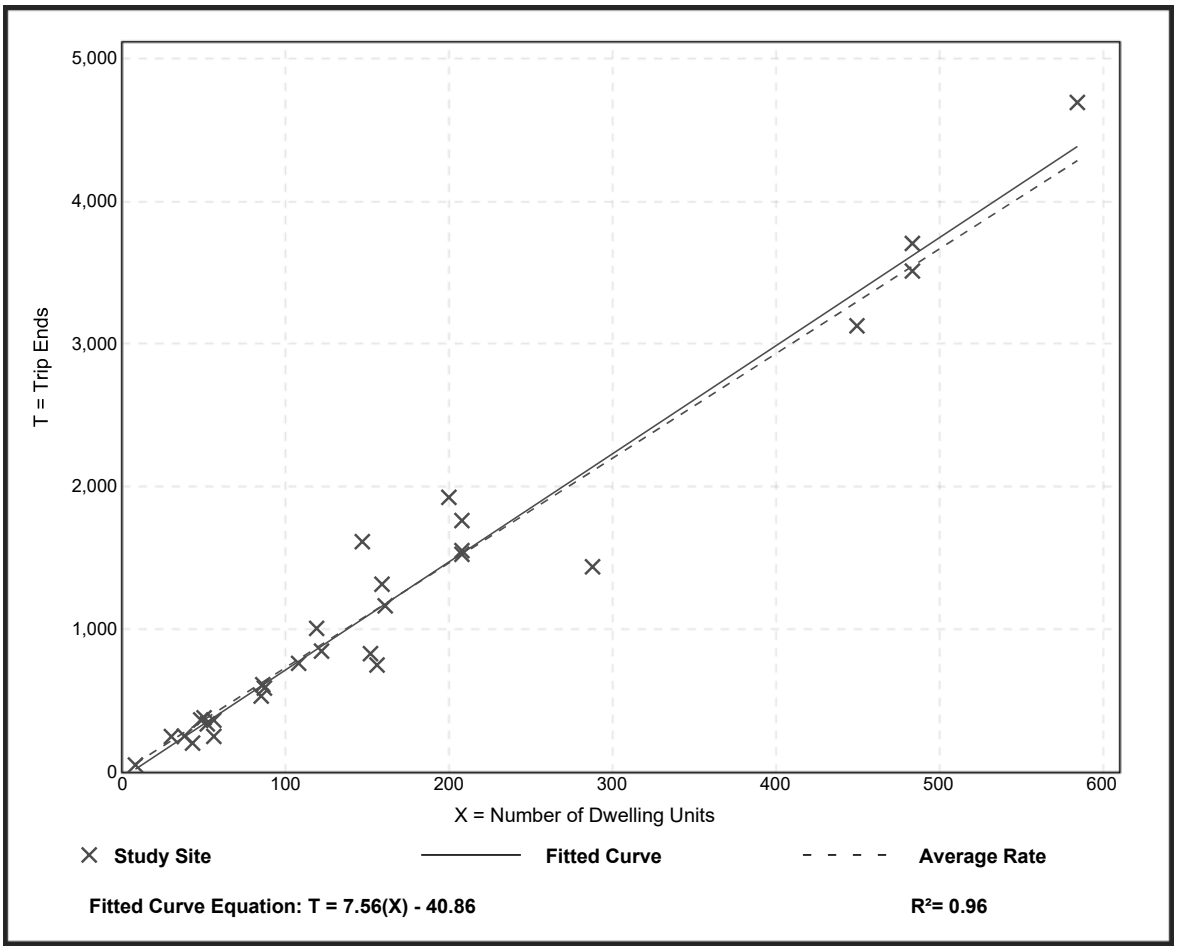
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 29
Avg. Num. of Dwelling Units: 168
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
7.32	4.45 - 10.97	1.31

Data Plot and Equation



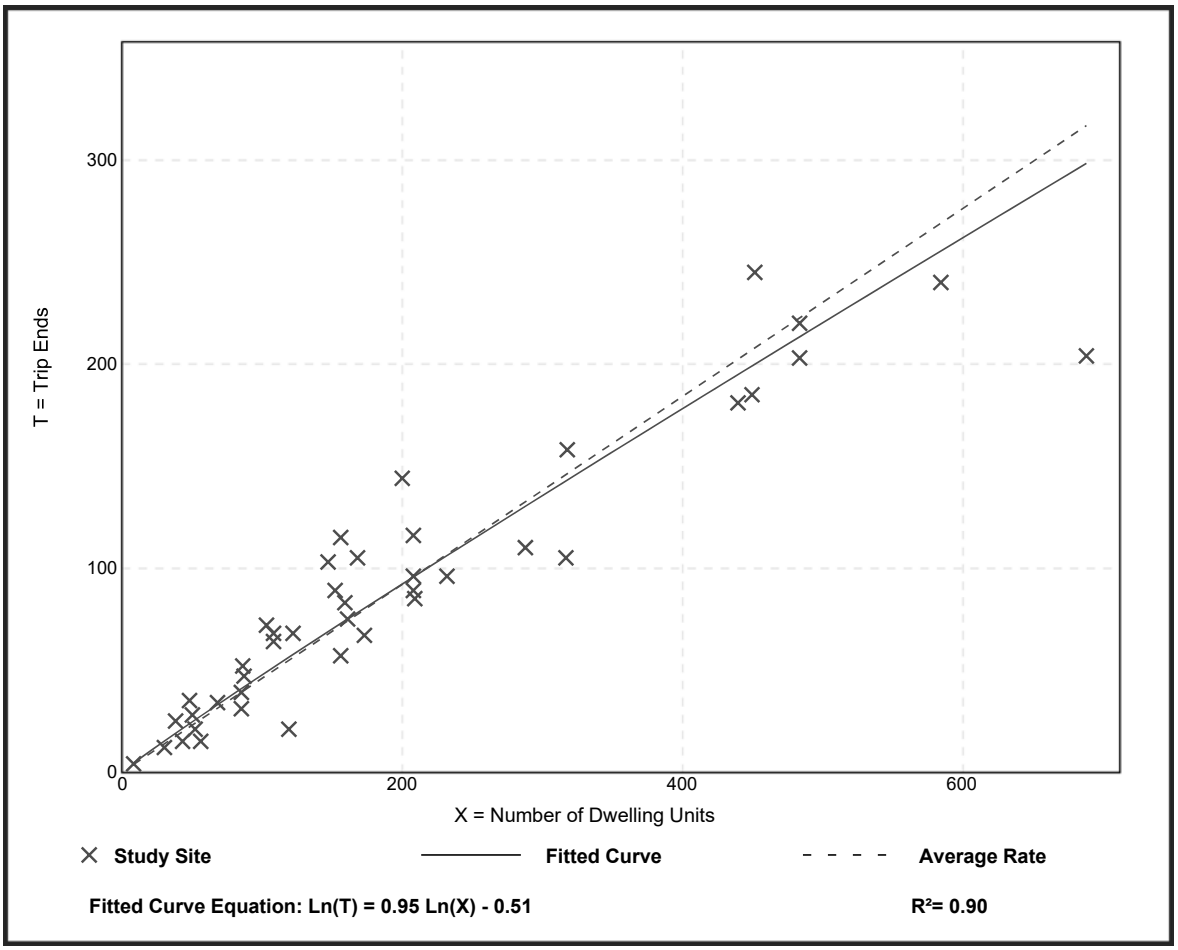
Multifamily Housing (Low-Rise)
(220)

Vehicle Trip Ends vs:	**Dwelling Units**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	42
Avg. Num. of Dwelling Units:	199
Directional Distribution:	23% entering, 77% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.46	0.18 - 0.74	0.12

Data Plot and Equation



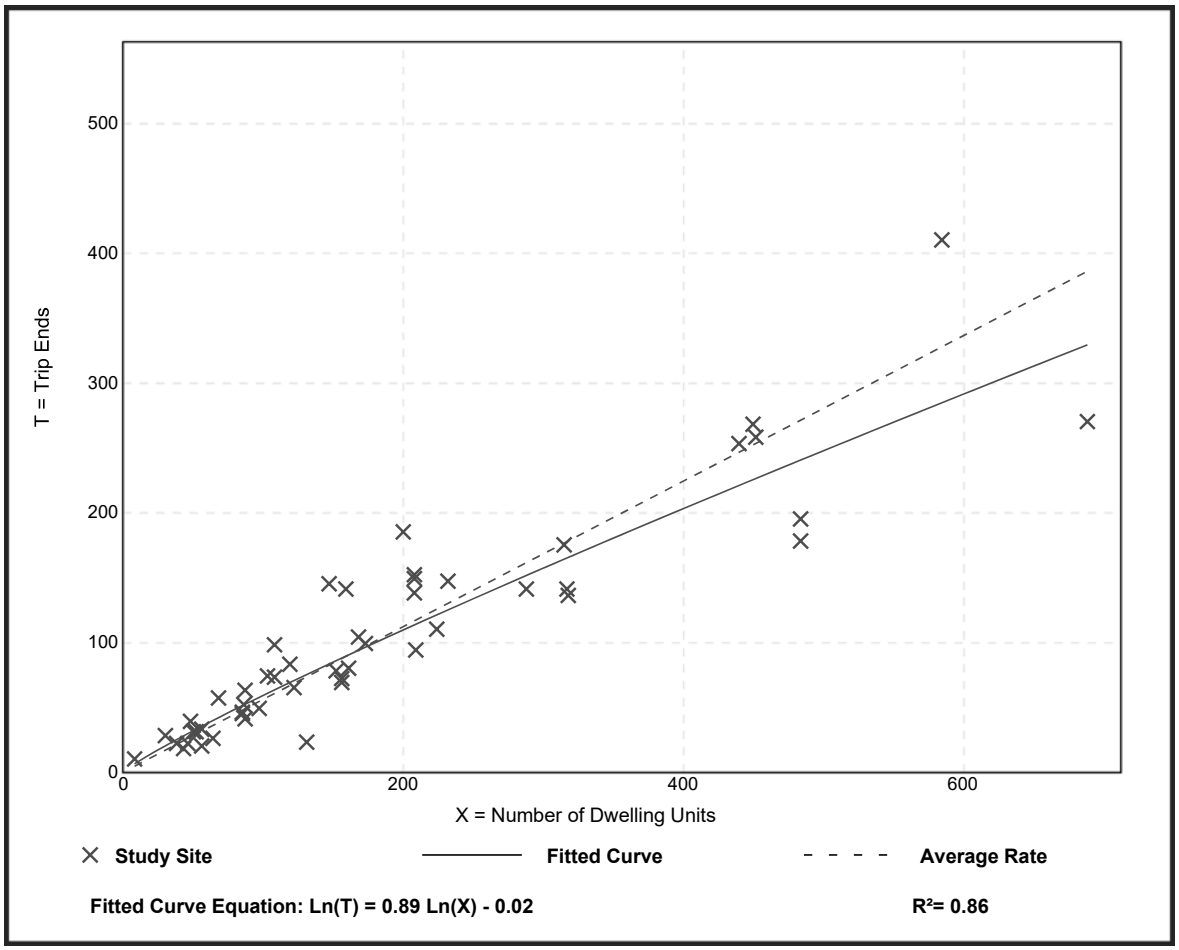
Multifamily Housing (Low-Rise)
(220)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 50
Avg. Num. of Dwelling Units: 187
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.56	0.18 - 1.25	0.16

Data Plot and Equation



Shopping Center
(820)

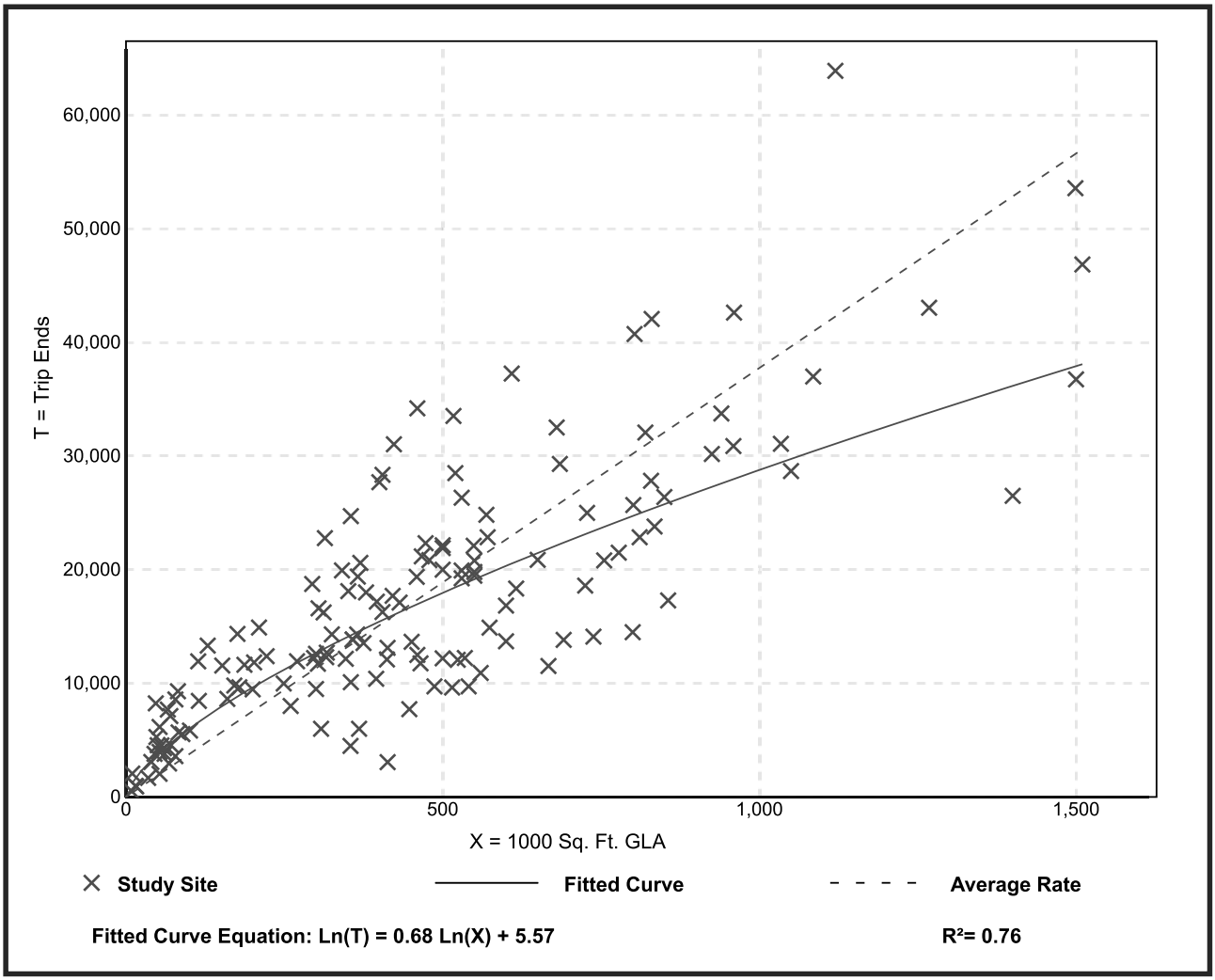
Vehicle Trip Ends vs: **1000 Sq. Ft. GLA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 147
Avg. 1000 Sq. Ft. GLA: 453
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.75	7.42 - 207.98	16.41

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.68 Ln(X) + 5.57

R^2= 0.76

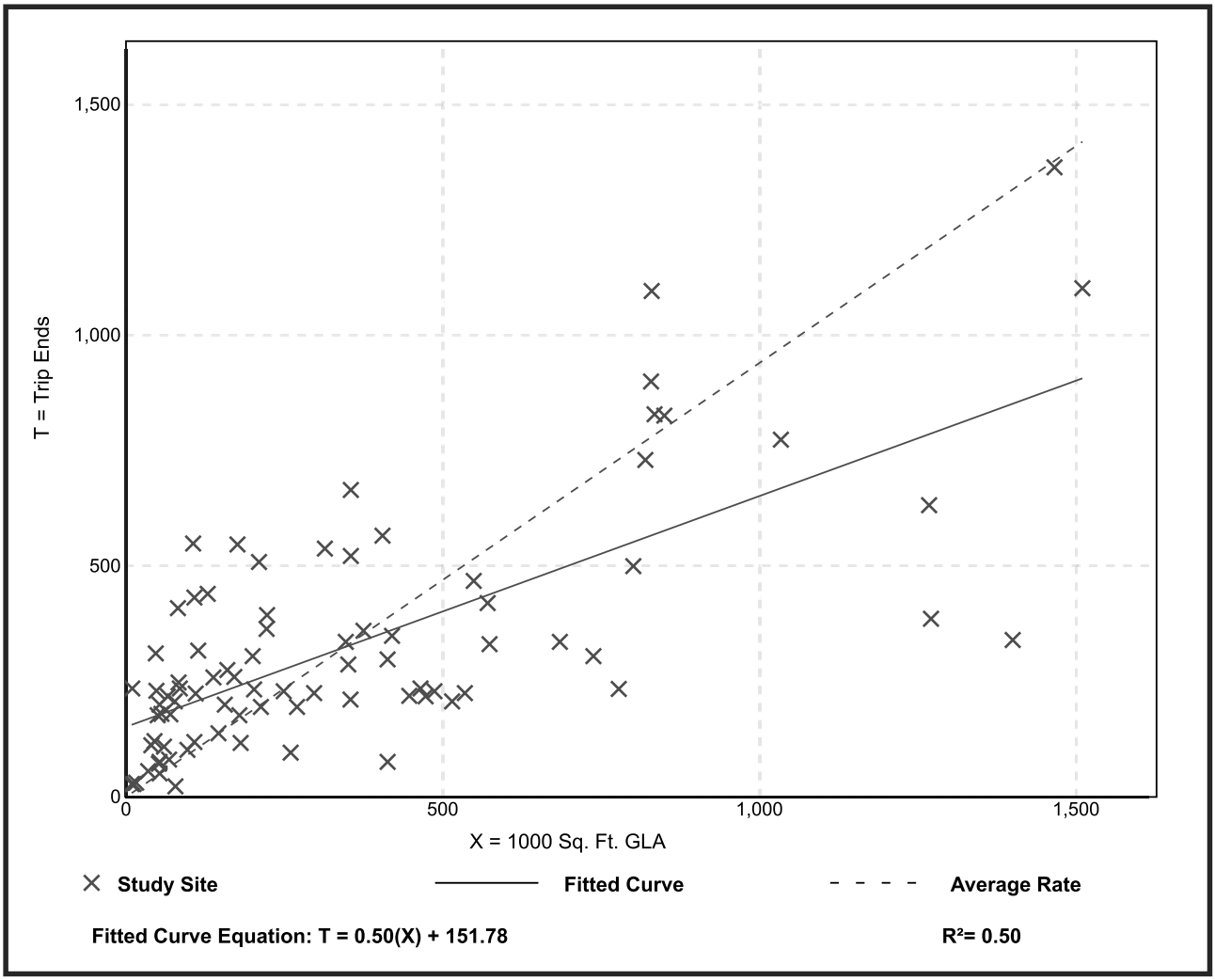
Shopping Center
(820)

Vehicle Trip Ends vs: **1000 Sq. Ft. GLA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 84
Avg. 1000 Sq. Ft. GLA: 351
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
0.94	0.18 - 23.74	0.87

Data Plot and Equation



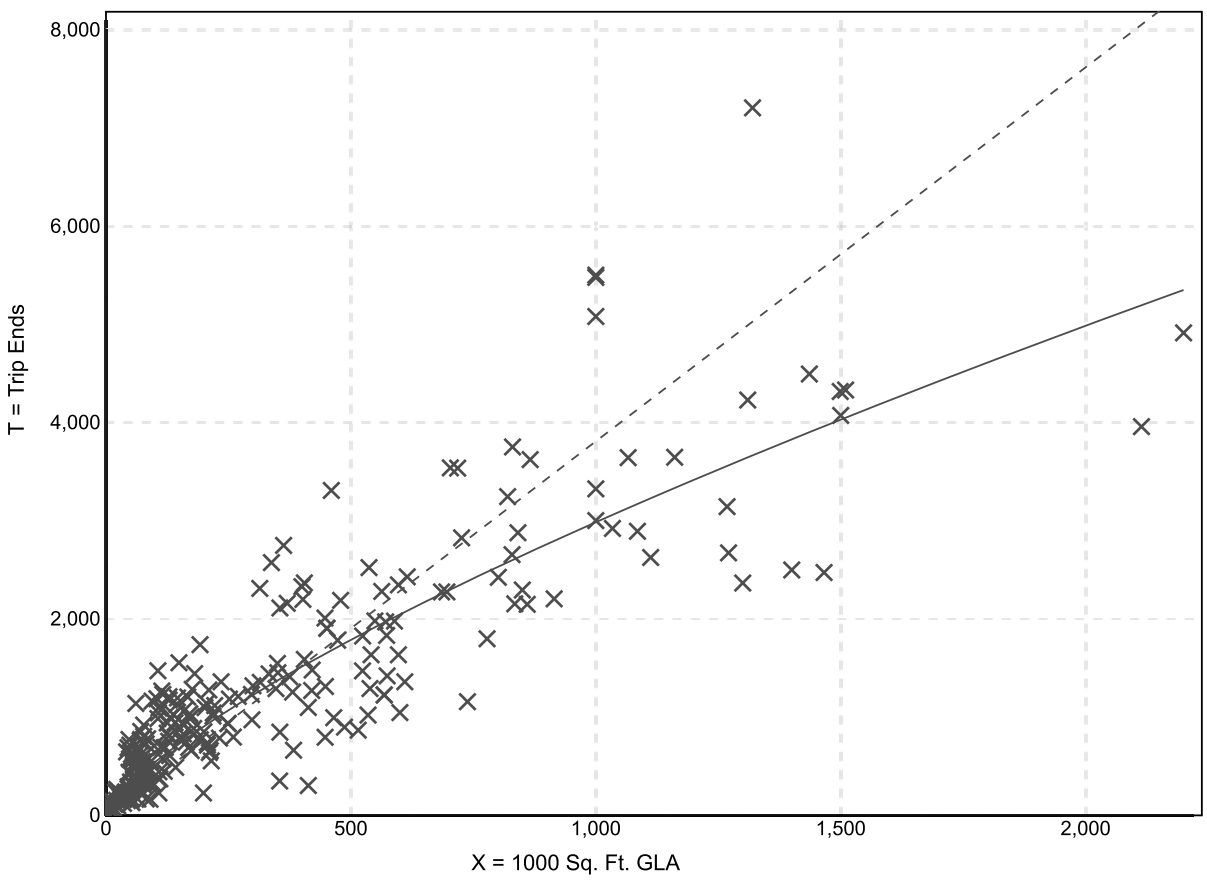
Shopping Center
(820)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GLA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 4 and 6 p.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	261
Avg. 1000 Sq. Ft. GLA:	327
Directional Distribution:	48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.81	0.74 - 18.69	2.04

Data Plot and Equation

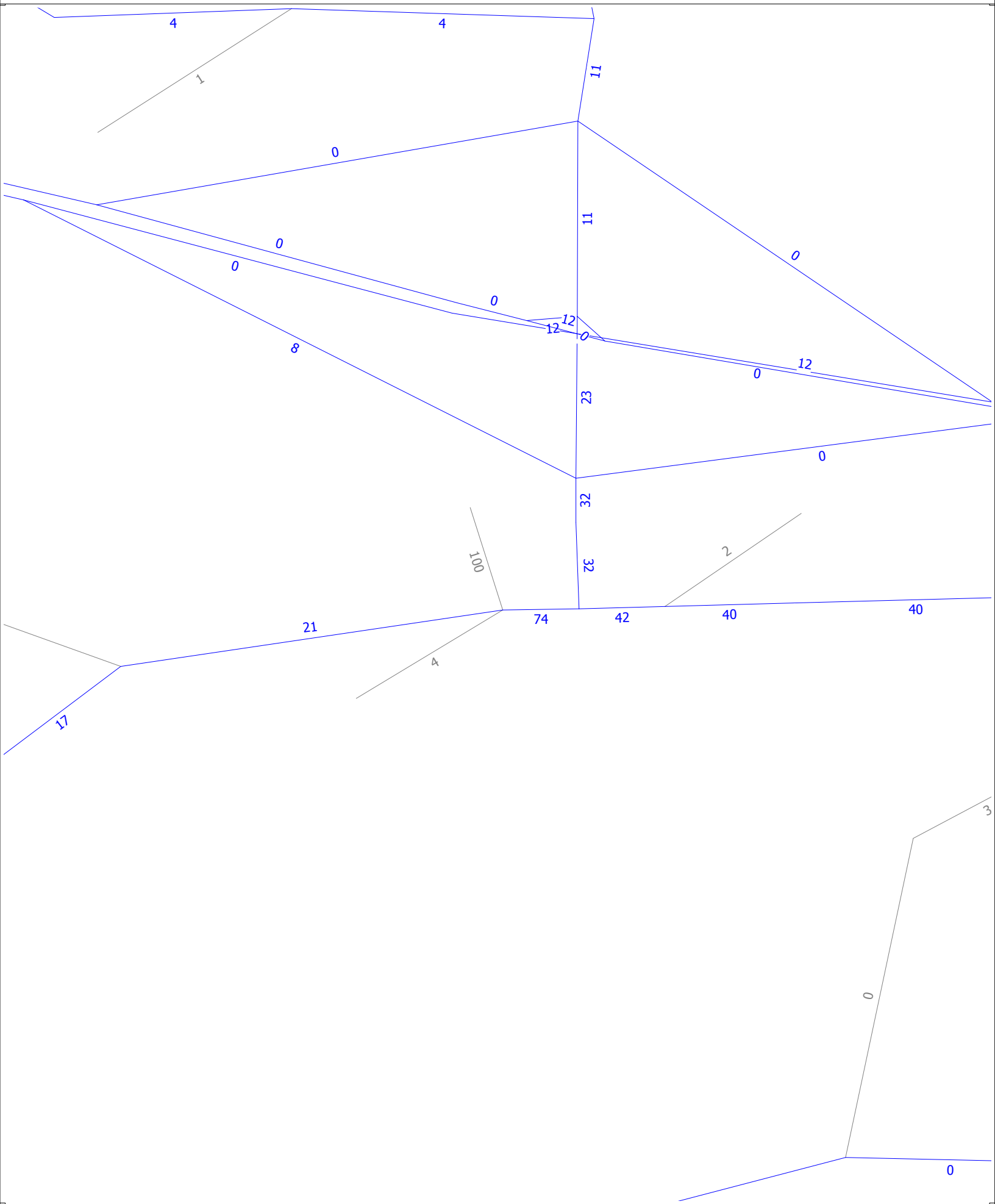


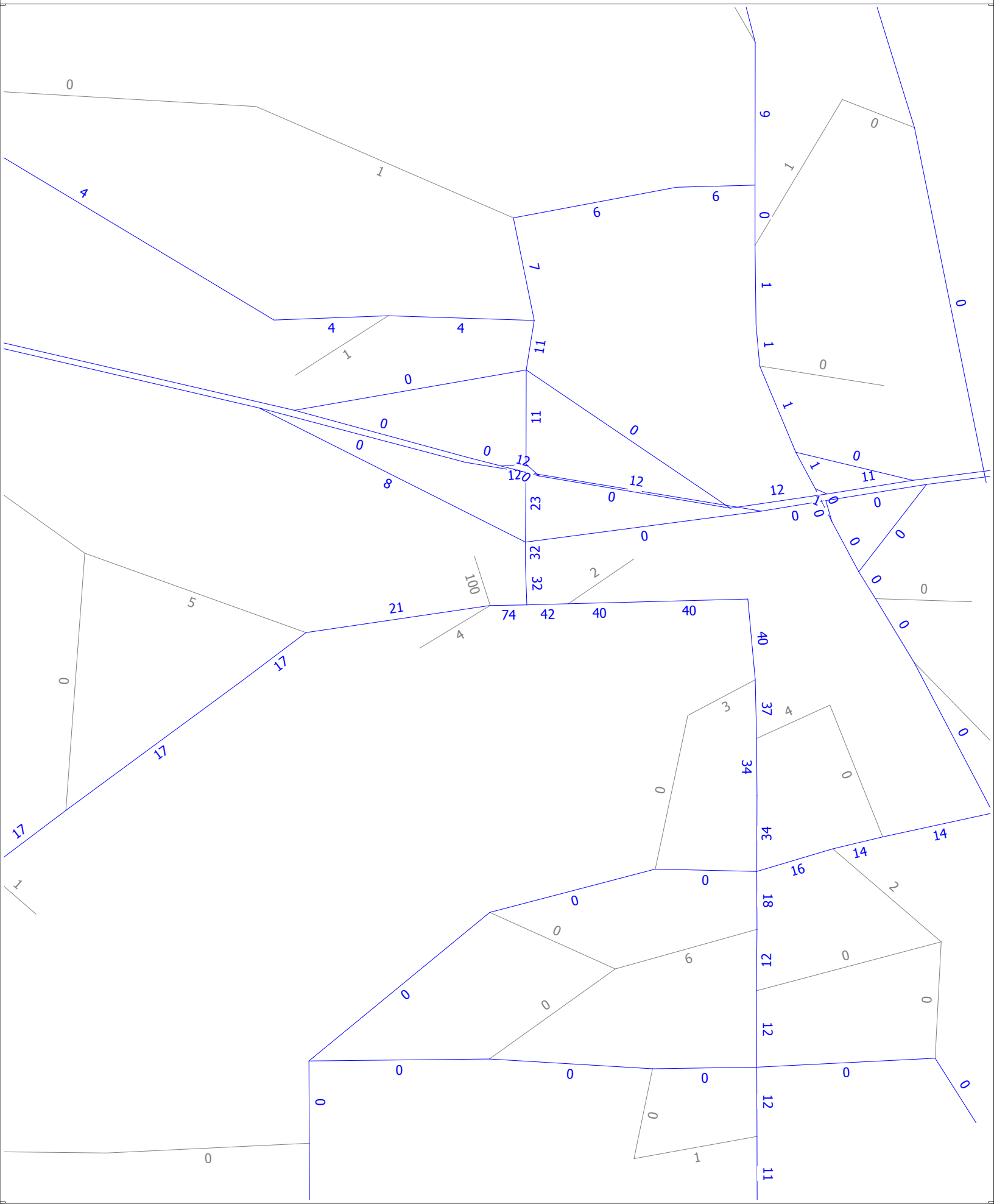
Fitted Curve Equation: Ln(T) = 0.74 Ln(X) + 2.89

R^2= 0.82

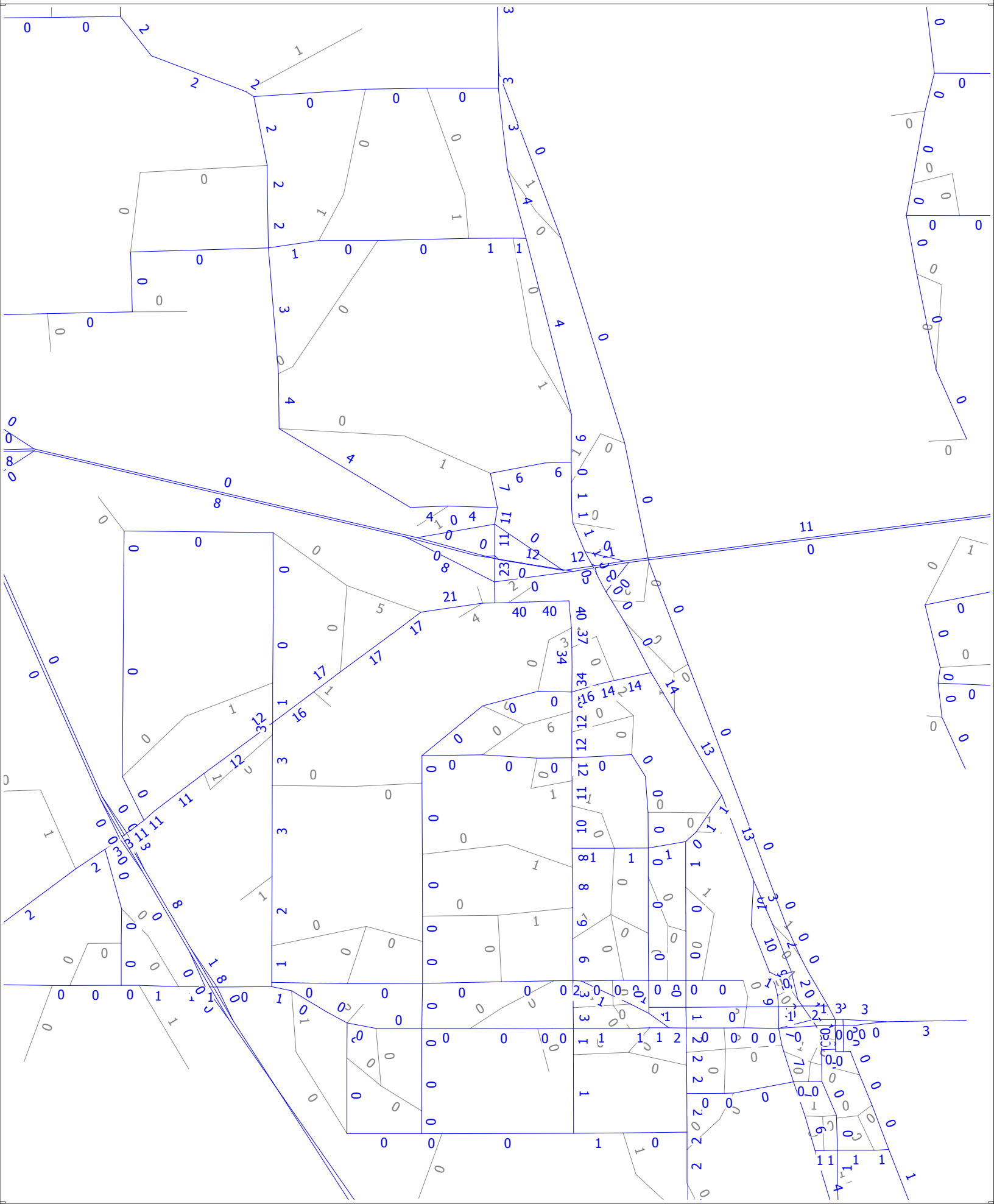
APPENDIX E

Model Distribution Plot


4
4
1
11
0
0
0
0
11
0
12
12
0
8
12
0
23
0
32
32
100
2
21
74
42
40
40
4
17
3
0
0



cube
(Licensed to Traffic Planning and Design)



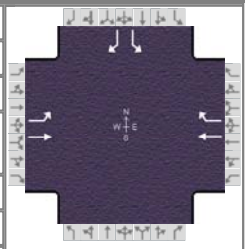
(Licensed to Traffic Planning and Design)

APPENDIX F

Projected HCS Capacity Worksheets

HCS7 Signalized Intersection Results Summary

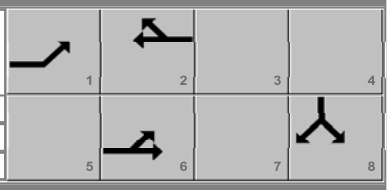
General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.25
Analyst	BH	Analysis Date	8/28/2020	Area Type	Other
Jurisdiction	Brevard County	Time Period	P.M. Peak Projected	PHF	0.92
Urban Street	SR 524	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	SR 524 & London Blvd	File Name	SR 524 & London Blvd.xus		
Project Description	Cocoa Apartment				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	27	827			998	121				86		20

Signal Information			
Cycle, s	96.6	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	3.3	68.4	6.9	0.0	0.0	0.0
Yellow	4.0	4.0	4.0	0.0	0.0	0.0
Red	2.0	2.0	2.0	0.0	0.0	0.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6		2				8
Case Number	1.0	4.0		7.3				9.0
Phase Duration, s	9.3	83.7		74.4				12.9
Change Period, ($Y+R_c$), s	6.0	6.0		6.0				6.0
Max Allow Headway (*MAH*), s	4.9	4.9		4.9				5.1
Queue Clearance Time (g_s), s	2.4	22.9		39.5				6.9
Green Extension Time (g_e), s	0.0	27.7		28.9				0.3
Phase Call Probability	0.55	1.00		1.00				0.95
Max Out Probability	1.00	0.33		0.28				0.03

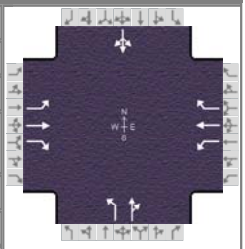
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6			2	12				3		18
Adjusted Flow Rate (*v*), veh/h	29	899			1085	132				93		22
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1710			1900					1810		
Queue Service Time (g_s), s	0.4	20.9			37.5					4.9		
Cycle Queue Clearance Time (g_c), s	0.4	20.9			37.5					4.9		
Green Ratio (*g/C*)	0.76	0.80			0.71					0.07		
Capacity (*c*), veh/h	305	1376			1346					129		
Volume-to-Capacity Ratio (*X*)	0.096	0.653			0.806					0.725		
Back of Queue (*Q*), ft/ln (95 th percentile)	10.4	125.3			391.2					111.5		
Back of Queue (*Q*), veh/ln (95 th percentile)	0.4	5.0			15.6					4.5		
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00			0.00					0.00		
Uniform Delay (d_1), s/veh	11.3	3.9			9.6					43.9		
Incremental Delay (d_2), s/veh	0.2	1.2			1.9					10.4		
Initial Queue Delay (d_3), s/veh	0.0	0.0			0.0					0.0		
Control Delay (*d*), s/veh	11.5	5.1			11.5	0.0				54.4		0.0
Level of Service (LOS)	B	A			B	A				D		A
Approach Delay, s/veh / LOS	5.3	A		10.3	B		0.0			44.1	D	
Intersection Delay, s/veh / LOS	10.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.62	A	1.85	B	1.96	B	1.96	B
Bicycle LOS Score / LOS	2.02	B	2.49	B				F

Copyright © 2021 University of Florida, All Rights Reserved.

HCS7 Signalized Intersection Results Summary

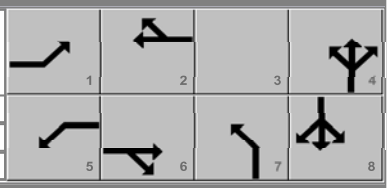
General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.25
Analyst	BH	Analysis Date	8/28/2020	Area Type	Other
Jurisdiction	Brevard County	Time Period	P.M. Peak Projected	PHF	0.92
Urban Street	SR 524	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	SR 524 & CVS Entrance	File Name	SR 524 & CVS Entrance.xus		
Project Description	Cocoa Apartment				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	70	830	58	30	944	131	132	17	17	167	8	88

Signal Information			
Cycle, s	106.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	3.7	42.3	5.5	9.7	14.9	0.0						
Yellow	4.0	4.0	4.0	4.0	4.0	0.0						
Red	2.0	2.0	2.0	2.0	2.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2		4		8
Case Number	2.0	3.0	2.0	3.0		10.0		12.0
Phase Duration, s	11.5	59.8	9.7	58.0		15.7		20.9
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0		6.0		6.0
Max Allow Headway (*MAH*), s	4.9	4.9	4.9	4.9		5.0		5.0
Queue Clearance Time (g_s), s	6.2	45.0	3.8	54.0		9.8		14.4
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0		0.0		0.5
Phase Call Probability	0.89	1.00	0.62	1.00		0.99		1.00
Max Out Probability	1.00	1.00	0.23	1.00		1.00		0.76

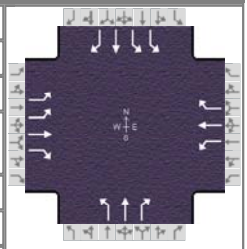
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	76	902	63	33	1026	142	143	26			226	
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1905	2000	1695	1905	2000	1695	1924	1919			1890	
Queue Service Time (g_s), s	4.2	43.0	2.0	1.8	52.0	5.0	7.8	1.3			12.4	
Cycle Queue Clearance Time (g_c), s	4.2	43.0	2.0	1.8	52.0	5.0	7.8	1.3			12.4	
Green Ratio (*g/C*)	0.05	0.51	0.51	0.03	0.49	0.49	0.09	0.09			0.14	
Capacity (*c*), veh/h	99	1014	859	67	980	830	176	176			265	
Volume-to-Capacity Ratio (*X*)	0.767	0.890	0.073	0.490	1.047	0.171	0.814	0.148			0.852	
Back of Queue (*Q*), ft/ln (95 th percentile)	120	688	31.4	42.9	1088.7	78.5	210	28.8			275.1	
Back of Queue (*Q*), veh/ln (95 th percentile)	4.8	27.5	1.3	1.7	43.5	3.1	8.4	1.2			11.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Uniform Delay (d_1), s/veh	49.7	23.5	13.4	50.3	27.1	15.1	47.3	44.4			44.6	
Incremental Delay (d_2), s/veh	28.0	10.1	0.1	7.8	41.9	0.1	24.6	0.5			15.7	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	
Control Delay (*d*), s/veh	77.6	33.6	13.4	58.0	69.0	15.2	71.9	44.9			60.2	
Level of Service (LOS)	E	C	B	E	F	B	E	D			E	
Approach Delay, s/veh / LOS	35.6	D		62.3	E		67.8	E		60.2	E	
Intersection Delay, s/veh / LOS	51.9						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.91	B	1.81	B	2.14	B	2.15	B
Bicycle LOS Score / LOS	2.21	B	2.47	B	0.77	A	0.86	A

Copyright © 2021 University of Florida, All Rights Reserved.

HCS7 Signalized Intersection Results Summary

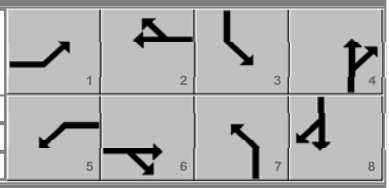
General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.25
Analyst	BH	Analysis Date	8/28/2020	Area Type	Other
Jurisdiction	Brevard County	Time Period	P.M. Peak Projected	PHF	0.94
Urban Street	SR 524	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	SR 524 & Industry Rd	File Name	SR 524 & Industry Rd.xus		
Project Description	Cocoa Apartment				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	541	445	29	39	532	517	33	106	119	410	137	622

Signal Information			
Cycle, s	136.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	4.7	12.7	34.0	4.4	9.7	34.4						
Yellow	4.0	4.0	4.0	4.0	4.0	4.0						
Red	2.0	2.0	2.0	2.0	2.0	2.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	2.0	3.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	29.5	58.7	10.7	40.0	10.4	40.4	26.1	56.1
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Allow Headway (*MAH*), s	4.9	5.0	4.9	5.0	5.0	5.2	5.0	5.2
Queue Clearance Time (g_s), s	22.7	30.7	4.9	36.0	4.5	8.1	17.5	47.4
Green Extension Time (g_e), s	0.8	0.0	0.0	0.0	0.0	0.0	2.7	2.7
Phase Call Probability	1.00	1.00	0.79	1.00	0.73	1.00	1.00	1.00
Max Out Probability	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.74

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	576	473	31	41	566	550	35	113	95	436	146	587
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1853	1847	1699	1909	2004		1909	2004	1699	1853	2004	1699
Queue Service Time (g_s), s	20.7	28.7	1.5	2.9	34.0		2.5	6.1	6.0	15.5	6.7	45.4
Cycle Queue Clearance Time (g_c), s	20.7	28.7	1.5	2.9	34.0		2.5	6.1	6.0	15.5	6.7	45.4
Green Ratio (*g/C*)	0.17	0.39	0.39	0.03	0.25		0.03	0.25	0.25	0.15	0.37	0.37
Capacity (*c*), veh/h	640	716	659	67	501		62	507	430	549	739	626
Volume-to-Capacity Ratio (*X*)	0.899	0.661	0.047	0.623	1.130		0.568	0.222	0.220	0.795	0.197	0.938
Back of Queue (*Q*), ft/ln (95 th percentile)	401.6	503.5	27.6	73.1	978.2		62.2	135.7	114	297.7	146.4	740.4
Back of Queue (*Q*), veh/ln (95 th percentile)	15.9	18.5	1.1	2.9	38.8		2.5	5.4	4.5	11.8	5.8	29.4
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	55.1	34.3	26.0	64.8	51.0		64.9	40.2	40.2	56.0	29.3	41.5
Incremental Delay (d_2), s/veh	14.8	2.6	0.0	12.8	81.0		11.1	0.3	0.4	3.8	0.2	20.2
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	69.9	36.9	26.0	77.5	132.0	0.0	76.0	40.5	40.6	59.7	29.4	61.7
Level of Service (LOS)	E	D	C	E	F	A	E	D	D	E	C	E
Approach Delay, s/veh / LOS	54.2	D		67.3	E		45.7	D		56.9	E	
Intersection Delay, s/veh / LOS	58.7						E					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.16	B	2.56	C	2.30	B	2.29	B
Bicycle LOS Score / LOS	2.27	B	2.40	B	0.89	A	2.42	B

Copyright © 2021 University of Florida, All Rights Reserved.

CITY OF COCOA
NOTICE OF PUBLIC HEARING AND ZONING MAP AMENDMENT

NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:

For "Cirrus" Mixed-Use PUD and Apartments:

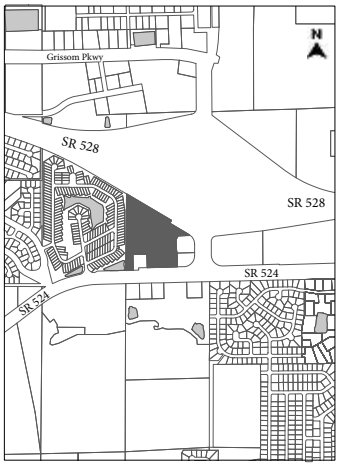
A. APPROVAL OF A DEVELOPMENT AGREEMENT / PRELIMINARY SUBDIVISION / LARGE SCALE SITE PLAN (Cirrus Apartments) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop a mixed-use planned unit development project containing 280 apartment units and future commercial uses. The subject property is generally located on State Road 524, directly south of State Road 528 and west of East Industry Road, in Cocoa, FL. The property is identified as Parcel # 24-36-18-27-*-1.

AND

Ordinance No. 03-2021

B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 15.74 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON STATE ROAD 524, DIRECTLY SOUTH OF STATE ROAD 528 AND WEST OF EAST INDUSTRY ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM GENERAL COMMERCIAL (CG) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Cirrus Mixed-Use PUD



PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
February 3, 2021

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON
February 9, 2021

CITY COUNCIL 2nd PUBLIC HEARING WILL BE HELD ON
February 23, 2021

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Public Participation and Special COVID-19 Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Members of the public have several options to participate in the public hearings.
(1) In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to fifty (50) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.
(2) Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meeting@cocoafl.org or mailing to the following address:

City of Cocoa
Attn: Dodie Selig, Planning and Zoning Manager
65 Stone Street
Cocoa, FL 32922

Mailed comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.
(3) Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet addresses:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Interested persons may submit their written comments or questions during the hearings by email at: meeting@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by accessing the e-comment link for this meeting using the Legistar calendar link above.

Special Information for Quasi-Judicial Hearings:
Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at a quasi-judicial hearing is highly encouraged to immediately contact Dodie Selig, Planning and Zoning Manager, at (321) 433-8510 or dselig@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses must be identified and all evidentiary documents and exhibits that are intended to be distributed to the P&Z/LPA and City Council must be submitted to Ms. Selig via email or mail prior to the hearing.

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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.

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 P&Z Board/LPA or 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.

The PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

FT-GCI0574405-01

Legislation Details (With Text)

File #:	21-130	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	2/2/2021			**In control:**	City Council
On agenda:	2/23/2021			**Final action:**	
Title:	Consider the Cancellation of the Regular City Council Meeting on December 28, 2021, due to the holidays. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2021 Holiday Schedule.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 2, 2021
Agenda Date: February 23, 2021
Prepared By: Carie Shealy, Administrative Services Director
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Cancellation of the Regular City Council Meeting on December 28, 2021, due to the holidays.

BACKGROUND:

It has been the tradition of the City Council to cancel the second City Council meeting in December due to the holidays and due to the great number of citizens, employees, and Council members wishing to spend time with their families locally or out of town. This year, the second meeting of December falls on December 28, 2021. City offices will be closed on Friday, December 24, 2021 and Monday, December 27, 2021.

Section 2.51(b) of the City Code explains the Cancellation of City Council meetings and is noted below:

Sec. 2-51. - Time, place for regular meetings; procedure for cancelling meetings and calling special meetings.

(b) In the event a regular meeting coincides with a holiday or for any reason a quorum will not be available, the council by majority vote may cancel or reschedule such meeting.

A 2021 City Holiday schedule is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has cancelled and rescheduled meetings in the past when situations arise or the need occurs.

RECOMMENDED MOTION:

Consider the Cancellation of the Regular City Council Meeting on December 28, 2021, due to the holidays.

CITY MANAGER'S OFFICE
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8680 I Fax: (321) 433-8690

MEMORANDUM

TO: City of Cocoa Employees
FROM: Matthew Fuhrer, Interim City Manager
DATE: August 3, 2020
SUBJECT: **2021 Holiday Schedule**

The City of Cocoa will observe the following Holidays in 2021:

Friday	January 1	New Year's Day
Monday	January 18	Martin Luther King, Jr.'s Birthday
Monday	February 15	President's Day* (IAFF, LIUNA & Non-Union only)
Monday	May 31	Memorial Day
Monday	July 5	Independence Day
Monday	September 6	Labor Day
Thursday	November 11	Veteran's Day
Thursday	November 25	Thanksgiving Day
Friday	November 26	Day after Thanksgiving
Friday	December 24	Christmas Day
Monday	December 27	Day After Christmas Day ** (PBA, LIUNA & Non-Union only)

**Employees covered under PBA contract do not have this Holiday.*
***Employees covered under IAFF contract do not have this Holiday.*

Legislation Details (With Text)

File #:	21-145	**Version:** 1	**Name:**	Car Show Street Closure
Type:	Informational Item		**Status:**	Council Busines
File created:	2/9/2021		**In control:**	City Council
On agenda:	2/23/2021		**Final action:**	
Title:	Approve the revised street closure request for the Spring Car Show on April 10, 2021. (Assistant to the City manager/Public Information Officer)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 9, 2021
Agenda Date: February 23, 2021
Prepared By: Samantha Senger, Assistant to the CM, Public Information Officer
Through: Stockton Whitten, City Manager
Requested Action:
Approve the revised street closure request for the Spring Car Show on April 10, 2021.

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 04-2018.

On January 12, 2021, Cocoa City Council approved the list of upcoming street closures for the 2021 calendar year. On this agenda item was the request for the street closure for the Historic Cocoa Village Main Street (HCVMS) Spring Car Show which was being held in conjunction with the Crosswinds Duck Race. Crosswinds has decided to hold their annual event virtually this year and so HCVMS would like to switch their car show date to April 10, 2021. See below for original closure information and revised closure information. Closure will still be a one day closure with the total amount of street closures for the year totaling 23.5 days.

Original Request:

5. HCVA Car Show and Crosswinds Duck Race, Saturday, March 27, 2021 (10:00 am - 5:00 pm)
Brevard Ave: between SR 520 and Factory St.

Orange Ave: between Brevard Pl. and Brevard Ave.
Harrison St: between Riveredge Blvd. and Brevard Ave.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day

Updated request/date change

5. HCVMS Central Florida Spring Car Show Saturday, April 10, 2021 (6:00 am - 4:00 pm)
Brevard Ave: between SR 520 and Factory St.
Harrison St: between Riveredge Blvd. and Brevard Ave.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens.

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure.

PREVIOUS ACTION:

The 2020 Road Closure requests were approved on January 12, 2021.

RECOMMENDED MOTION:

Approve the revised street closure request for the Spring Car Show on April 10, 2021.

Legislation Details (With Text)

File #:	21-162	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	2/17/2021			**In control:**	City Council
On agenda:	2/23/2021			**Final action:**	
Title:	City staff is seeking approval to enter into a new solid waste franchise agreement with Waste Management Inc. of Florida for solid waste services for customers within the incorporated City of Cocoa. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of West Melbourne Extension Agenda Item - For Reference.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 17, 2021
Agenda Date: February 23, 2021
Prepared By: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
City staff is seeking approval to enter into a new solid waste franchise agreement with Waste Management Inc. of Florida for solid waste services for customers within the incorporated City of Cocoa.

BACKGROUND:

The City of Cocoa currently provides solid waste services through an existing franchise agreement (agreement) with Waste Management Inc. of Florida (Waste Management). The current agreement began in 2006 and was renewed for its first renewal in 2011 and final five-year renewal in 2016. The expiration date of this agreement is September 30, 2021.

The existing agreement provides the following services:

- Residential and Multiple Dwelling Unit collection and disposal services
  - Household Trash and Garbage twice a week (Monday & Thursday or Tuesday & Friday)
  - Single Stream Recycling once per week (Thursday or Tuesday)
  - Vegetative Waste once per week (Friday or Monday)
  - Bulk Trash and Vegetative Waste as requested by the account holder
  - “Back-Door” service for medically disabled customers

- Commercial Collection and Disposal Services
    - Commercial Trash and Garbage twice per week
    - At an additional fee: Vegetative Waste and Recycling

- City Controlled Property Collection
    - Trash and Garbage twice a week
    - Single Stream Recycling once per week
    - Vegetative Waste once per week
    - Bulk Trash and Vegetative Waste as needed

- Dumpster Service
    - Various Size and Frequency Collection determined by the Waste Management and Account Holder
    - Roll-off/Open Top Container Pull
    - Compactor Pulls

The new agreement will mirror the current services being provided in the existing agreement. Waste Management has proposed a negotiated residential rate meeting the objectives set forth at the January 19, 2021, Council Priorities Workshop.

As part of the continued negotiations, the following items will be included in the new agreement

- A third solid waste route taking place on Wednesdays and Saturdays will be included for residential service. This will change pickup days for some existing customers.

- Waste Management will have the ability to charge non-compliant businesses with overloaded dumpsters an extra pickup fee after two overages are recorded in a calendar year.

- The basis for Consumer Price Index (CPI) adjustments will be adjusted from the All Urban CPI plus Fuel/Oil Index to the Garbage and Trash (G&T) Index with a 3% maximum adjustment per calendar year. The G&T Index has trended between approximately 1.5% and 5% over the last five years.

- The originally proposed commercial auto-cart (garbage can) rate was comparable to the County and other Cities in Brevard; however, it would have represented a significant percentage increase to the current rate. The City has successfully reduced the originally proposed commercial auto-cart rate down 22% from the initial proposal.

- The agreement will be for a seven-year base term with future extensions to be negotiated upon mutual agreement of each party.

Upon approval of entering into a new franchise agreement with Waste Management, an agenda item will brought back to Council that will provide the negotiated rates and include the above changes in the terms.

STRATEGIC PLAN CONNECTION:

Improve the City's Image through the removal of unsightly graffiti and waste accumulation.

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

City Council directed staff to continue negotiations for a two-week period with Waste Management for solid waste services at the February 9, 2021 City Council Meeting.

RECOMMENDED MOTION:

City staff is seeking approval to enter into a new solid waste franchise agreement with Waste Management Inc. of Florida for solid waste services for customers within the incorporated City of Cocoa.

AGENDA ITEM

February 16, 2021 City Council Meeting

Approved for Submittal By:
Scott Morgan, City Manager
To Be Presented By:
Morris Richardson, City Attorney

To: Honorable Mayor and Members of the West Melbourne City Council

Through: Scott Morgan, City Manager

From: Morris Richardson, City Attorney

Date: February 16, 2021

SUBJECT

Direction regarding expiration of Agreement for Solid Waste, Recyclable Materials, and Yard Waste Collection, Processing and Disposal Services with Waste Management Inc. of Florida.

RECOMMENDATION

The City Manager and City Attorney recommend that the City Council consider the expiring Agreement with Waste Management, which terminates on September 30, 2021, and direct the City Manager to exercise the City's contractual option to extend the term of the Agreement for an additional period of two years, until September 30, 2023.

FISCAL IMPACT

The current Agreement with Waste Management has very favorable rates and utilizes a favorable index for rate adjustments. Waste Management pays a franchise fee to the City, the base amount of which is ten percent (10%) of the gross revenue collected during the previous service period, including revenue from the collection of non-exclusive construction and demolition waste debris. Over the last three years, the Agreement generated the following franchise fees:

- FY 17-18: $265,512
- FY 18-19: $278,930
- FY 19-20: $321,452

DISCUSSION

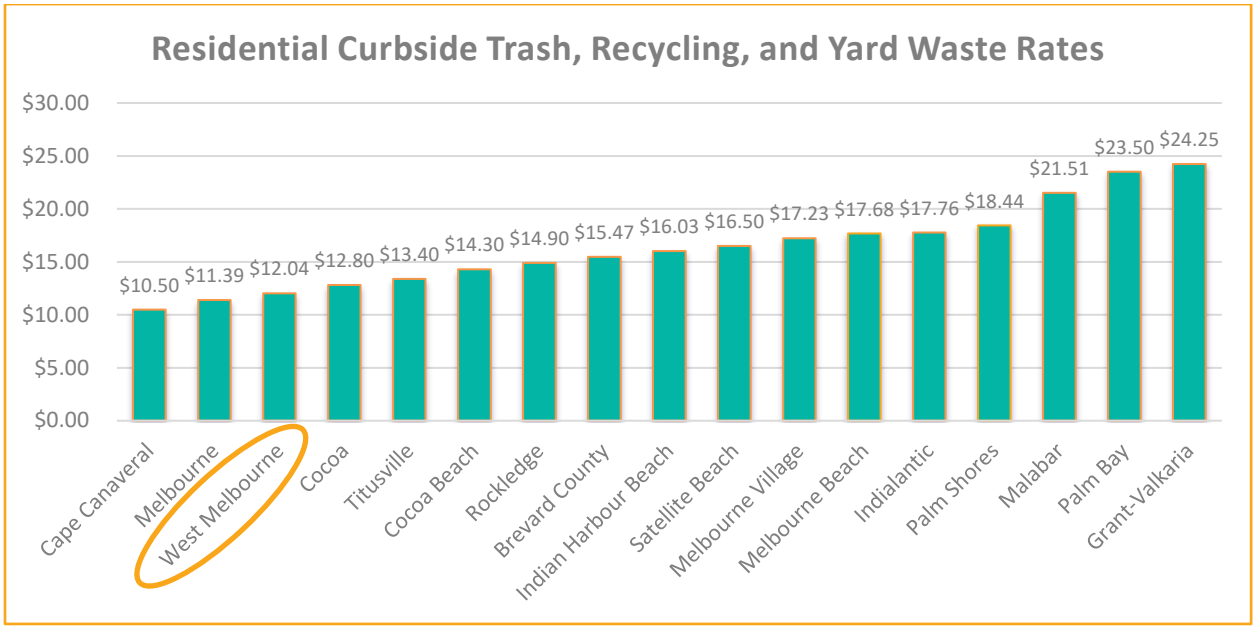
BACKGROUND

After an open procurement process, on April 19, 2011, the City Council awarded Waste Management Inc. of Florida the contract for collection and disposal of solid waste, construction and demolition debris, white goods, recyclable materials, and yard trash (the "Agreement"). The Agreement took effect on July 1, 2011, with an expiration date of June 30, 2018.

On October 17, 2017, the City Attorney requested that the City Council consider the expiring Agreement, and direct staff to either (1) immediately commence preparation of an open procurement process for waste collection services, or (2) attempt to negotiate a contract extension with Waste Management, subject to obtaining favorable terms, competitive pricing, and Council approval. The City Council directed the City Manager and City Attorney to negotiate a contract extension with Waste Management.

On January 16, 2018, the City Council unanimously approved the negotiated contract extension. The resulting First Amendment to the Agreement has an expiration date of September 30, 2021. The City has the right to unilaterally extend the Agreement for an additional two years, until September 30, 2023. In order to exercise its right to extend the Agreement, the City must give Waste Management notice on or before March 30, 2021.

Under the Agreement, West Melbourne enjoys the third lowest residential trash, recycling, and yard waste rate in Brevard County. The Agreement utilizes a favorable index for annual price adjustments, which has resulted in very modest rate increases.[1]



[1] The Agreement utilizes the Consumer Price Index for All Urban Consumers (CPI-U), South Region, All Items index for annual rate adjustments. The all items CPI-U for the South rose 1.4% for the 12 months ending in December 2020, with an average annual increase of 1.8% per year in the three years prior. By way of comparison, the CPI: Urban Consumer – Garbage and Trash Collection index preferred by waste haulers, and utilized in some local waste hauling contracts, increased 3.49% in 2020, and 3.1% on average over the three years prior.

West Melbourne also enjoys competitive commercial collection rates. Four municipalities reported current commercial rates in the same manner provided in the Agreement, with pricing based on bin size in cubic yards and collection frequency. West Melbourne's rates are comparable to the lowest in the area, and well below the average.

Bin Size and Frequency	Cocoa	Malabar	Palm Bay	Satellite Beach	West Melbourne	Average
2 yd^3 - 1x / week	$38.42	$36.63	$93.10	$56.50	$39.06	**$52.74**
2 yd^3 - 2x / week	$76.85	$73.26	$186.19	$113.00	$78.11	**$105.48**
2 yd^3 - 3x / week	$115.29	$109.88	$279.29	$169.51	$117.17	**$158.23**
2 yd^3 - 4x / week	$153.72	$146.51	$372.38	$226.01	$156.23	**$210.97**
2 yd^3 - 5x / week	$192.13	$183.15	$465.48	$282.51	$195.28	**$263.71**
2 yd^3 - 6x / week	$230.56	$219.78	$558.57	$339.01	$234.34	**$316.45**
4 yd^3 - 1x / week	$76.85	$73.26	$186.19	$113.00	$78.11	**$105.48**
4 yd^3 - 2x / week	$153.72	$146.51	$372.38	$226.01	$156.23	**$210.97**
4 yd^3 - 3x / week	$230.56	$219.78	$558.57	$339.01	$234.34	**$316.45**
4 yd^3 - 4x / week	$307.43	$293.05	$744.76	$452.02	$312.45	**$421.94**
4 yd^3 - 5x / week	$384.28	$366.30	$930.95	$565.02	$390.57	**$527.42**
4 yd^3 - 6x / week	$461.13	$439.57	$1117.14	$678.03	$468.68	**$632.91**
6 yd^3 - 1x / week	$115.29	$109.88	$279.29	$169.51	$117.17	**$158.23**
6 yd^3 - 2x / week	$230.56	$219.78	$558.57	$339.01	$234.34	**$316.45**
6 yd^3 - 3x / week	$345.86	$329.66	$837.86	$508.52	$351.51	**$474.68**
6 yd^3 - 4x / week	$461.12	$439.57	$1117.14	$678.03	$468.68	**$632.91**
6 yd^3 - 5x / week	$576.41	$549.45	$1396.43	$847.53	$585.85	**$791.13**
6 yd^3 - 6x / week	$691.71	$659.35	$1675.71	$1017.04	$703.02	**$949.37**
8 yd^3 - 1x / week	$153.72	$146.51	$372.38	$226.01	$156.23	**$210.97**
8 yd^3 - 2x / week	$307.43	$293.05	$744.76	$452.02	$312.45	**$421.94**
8 yd^3 - 3x / week	$461.13	$439.57	$1117.14	$678.03	$468.68	**$632.91**
8 yd^3 - 4x / week	$614.86	$586.10	$1489.52	$904.04	$624.91	**$843.89**
8 yd^3 - 5x / week	$768.56	$732.62	$1861.90	$1130.05	$781.13	**$1054.85**
8 yd^3 - 6x / week	$922.28	$879.15	$2234.28	$1356.06	$937.36	**$1265.83**

Waste Management provides trash collection services to the majority of Brevard County, though competitors Republic, Waste Pro, and FCC are active in bidding for municipal contracts in the area.

- Waste Management serves unincorporated Brevard and eight of the 16 cities and towns in the county (Cocoa, Cocoa Beach, Indialantic, Indian Harbour Beach, Malabar, Melbourne, Satellite Beach, and West Melbourne).
- Waste Pro serves five municipalities (Cape Canaveral, Grant-Valkaria, Melbourne Beach, Melbourne Village, and Palm Shores). Republic Services serves Palm Bay.
- Two municipalities self-perform their own trash collection operations (Rockledge and Titusville).

Despite increasing competition, it seems unlikely that an open procurement process would result in better rates than the City presently enjoys. Generally, the lowest contract rates in Brevard

County are tied to relatively older contracts. Contracts that have been procured in the last few years tend to have resulted in dramatic rate increases, despite the competitive bidding process.

In 2019, Brevard County conducted an open procurement for trash collection services. The County received responses from its then-current provider Waste Management, as well as Waste Pro and FCC. Republic submitted a statement of no-bid. Waste Management submitted the lowest competitive bid, and was awarded the County contract. The new contract resulted in a **37% rate increase** to residential customers.

In 2020, Palm Bay conducted an open procurement that resulted in Republic replacing Waste Management. Customers saw rates rise from $12.30 per month to $23.50 per month, a **91% rate increase** or $11.20 per month, with future rate increases of 3% each year over the 10-year term of the contract. It should be noted that under the new Republic contract, solid waste pickup went from once per week to twice weekly, which accounts for some of the dramatic rate increase.

If the City exercises its option to extend the Agreement, West Melbourne rate increases in the two-year extension period will be limited to the increase in the Consumer Price Index for All Urban Consumers (CPI-U), South Region, All Items, which increased 1.4% in 2020, and increased an average of 1.8% per year in the three years prior.

CONCLUSION

Based on the foregoing, the City Attorney and City Manager recommend that the City Council direct the City Manager to exercise the City's contractual option to extend the term of the Agreement for an additional period of two years, until September 30, 2023.

ATTACHMENTS

1. First Amendment to Agreement for Solid Waste, Construction and Demolition Debris, White Goods, Recyclable Materials, and Yard Waste Collection, Processing and Disposal Services
2. Agreement for Solid Waste, Construction and Demolition Debris, White Goods, Recyclable Materials, and Yard Waste Collection, Processing and Disposal Services

FIRST AMENDMENT TO AGREEMENT FOR SOLID WASTE, CONSTRUCTION AND DEMOLITION DEBRIS, WHITE GOODS, RECYCLABLE MATERIALS, AND YARD WASTE COLLECTION, PROCESSING AND DISPOSAL SERVICES

This First Amendment to Agreement for Solid Waste, Construction and Demolition Debris, White Goods, Recyclable Materials, and Yard Waste Collection, Processing and Disposal Services (the "First Amendment"), is entered into this 24th day of April, 2018, by and between the CITY OF WEST MELBOURNE, a Florida municipal corporation ("City"), and WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation ("Collector").

WHEREAS, the City and the Collector previously entered into that certain Agreement for Solid Waste, Construction and Demolition Debris, White Goods, Recyclable Materials, and Yard Waste Collection, Processing and Disposal Services, dated May 3, 2011, with an effective date of July 1, 2011 (the "Agreement"); and

WHEREAS, the Agreement between the City and the Collector expires at midnight on June 30, 2018; and

WHEREAS, the City and the Collector desire to extend the term of the Agreement subject to the modifications set forth herein, and that all other terms and conditions of the Agreement shall remain unchanged.

NOW, THEREFORE, the City and the Collector, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

SECTION 1 – RECITALS

1.1 **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Agreement.

SECTION 2 – TERM

2.1 **Term**. The term of this First Amendment shall commence at midnight, June 30, 2018, and shall expire at midnight on September 30, 2021 (the "Renewal Term"). Notwithstanding the foregoing, the provisions set forth herein regarding the Annual Adjustment of Maximum Rates shall take effect immediately upon execution of this First Amendment by the parties.

2.2 **Extension Option**. The City shall have the right to extend the term for an additional period of two (2) years beyond the expiration of the Renewal Term, said period to expire at midnight on September 30, 2023 (the "Extension Term"). The City must give the Collector written notice of the City's intent to exercise its right to extend the term no earlier than twelve (12) months, and no later than six (6) months, prior to September 30, 2021.

Upon the giving of such renewal notice, the term shall be extended without execution or delivery of any other or further document, with the same force and effect as if the Extension Term had originally been included in the Renewal Term.

SECTION 3 – E-WASTE SERVICE

3.1 **Definition**. "E-Waste" means computers and peripherals, monitors, keyboards, mice, mobile devices, scanners, printers, copying and facsimile machines, stereos, radios, VCRs, televisions, compact fluorescent tubes and bulbs, and similar items and equipment.

3.2 **E-Waste Service Added**. Article 3, Scope of Services, of the Agreement is hereby amended to add curbside E-Waste collection as a new service to be provided by the Collector at no additional cost. The Collector shall provide curbside collection of E-Waste on a once a week basis on the same day as one of the Solid Waste collections, in the same manner that the Collector provides for collection of White goods or Bulky waste. The Collector shall process and dispose of all E-Waste in accordance with all Applicable Law.

3.3 **Title to E-Waste**. It is expressly understood that all E-Waste collected under the Agreement becomes the property of Collector at the point of collection, subject to the requirement of delivery of E-Waste to the Designated Disposal site, Designated Recycling Facility, or such other suitable processing location as the Collector deems appropriate for the particular E-Waste, in accordance with all Applicable Law. At no time does City obtain any right of ownership or possession of E-Waste placed for collection, and nothing in this First Amendment shall be construed as giving rise to any inference that City has any such rights. City and Collector agree that, for the purposes of the Uniform Commercial Code and all other laws imposing liability for defective products, it is Collector, and not City that is to be considered the "merchant" of goods recycled pursuant to this First Amendment. Any and all proceeds derived from the use or sale of E-Waste by Collector shall belong to Collector.

SECTION 4 – ANNUAL ADJUSTMENT OF RATES

4.1 **Annual Adjustment**. The City and the Collector agree that the Schedule of Approved Base Rates published for July 1, 2017 to June 30, 2018, shall remain in effect through and including midnight of September 30, 2018. Subject to the terms herein, the Collector may make one adjustment annually to the Maximum Rates contained in the Schedule of Approved Base Rates effective October 1 of each year of the Renewal Term and, if applicable, the Extension Term, commencing October 1, 2018, where such adjustment would result in no more than a four (4) percent rate increase for

any given service level. In the event the Collector proposes any annual adjustments that would result in a greater than four (4) percent Maximum Rate increase for any given service level, the Collector shall petition the City for an adjustment in Maximum Rates. Said petition shall be made only to the extent that the Collector can demonstrate to the satisfaction of the City Manager that the Collector's actual CPI-influenced costs increased more than four (4) percent during the previous twelve months. At the discretion of the City Manager, petitioned annual adjustments of greater than four (4) percent may be subject to appeal to, approval, partial approval, or rejection by the City Council.

4.2 **First Adjustment of Maximum Rates**. The Collector may make the first adjustment of the rates set forth in the Schedule of Approved Base Rates effective October 1, 2018. Subject to the limitation set forth in Section 4.1 herein, the adjustment shall be calculated based on 100% of the percent change in the CPI for the April 2017 to April 2018 period.

4.3 **Subsequent Annual Adjustment of Maximum Rates**. After the first adjustment of Maximum Rates pursuant to Section 4.2 above, each subsequent annual adjustment of Maximum Rates during the Renewal Term, and the Extension Term if applicable, shall be based on the percent change in the CPI for the immediately preceding April to April period and effective each subsequent October 1. The Collector shall submit such annual adjustments to the Schedule of Approved Rates to the City Manager at least forty-five (45) days in advance of the October 1 annual adjustment of Maximum Rates.

SECTION 5 – RECYCLING REBATES ELIMINATED

5.1 **Elimination of Recycling Rebates**. Section 7.3 of the Agreement, providing for the Collector to remit to the City each month Recycling Revenues from the collection, processing, and sale of Recyclables net of negotiated Collector costs and expenses, is hereby deleted in its entirety. Section 7.4 of the Agreement is hereby amended to read as follows:

7.4 COLLECTOR BILLING STATEMENT AND REMITTANCE

Collector shall prepare and provide to City a monthly statement and a Monthly Remittance by the 15th day following each month of Collection Service. The monthly statement, which shall be in the form determined by the City Manager, shall set forth the basis and calculations used for computing the amount due, in the following format:

Total billings, whether billed by Collector or billed on behalf of Collector by City, including late charges, for the current billing

period (including number of accounts in each Rate class, and total number for each type of special charge)

+ Gross revenue collected during the previous service period, whether billed by Collector or by City on behalf of Collector, including revenue from the collection of non-exclusive construction and demolition waste debris

x Ten percent (10%) = Franchise Fee

Collector then calculates Monthly Remittance due to City as follows:

Franchise Fee Payment

+ Unpaid liquidated damages assessed by City against Collector
+ Unpaid billing charges for City billing of residential premises accounts at 85 cents/bill
+ ~~Recycling rebates in accordance with the formula set forth in Section 7.3~~
= ~~Monthly Remittance~~ to City

SECTION 6 – AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT

6.1 **Full Force and Effect**. To the extent not expressly modified or amended herein, all of the terms, covenants, and conditions of the Agreement shall remain in full force and effect during the initial term of the Agreement, the Renewal Term, and, if applicable, the Extension Term.

IN WITNESS WHEREOF, the **CITY OF WEST MELBOURNE** and **WASTE MANAGEMENT INC. OF FLORIDA** have caused this Agreement to be executed on the day and year first written above.

ATTEST:

CITY OF WEST MELBOURNE, a Florida municipal corporation

Cynthia S. Hanscom, City Clerk

By: Scott Morgan, City Manager
As approved by City Council on 1/16/2018

Approved as to legal form and sufficiency:

Morris Richardson, City Attorney

[SIGNATURE AND NOTARY OF COLLECTOR ON THE FOLLOWING PAGE]

WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation

By: _____

Name: Timothy B. Hawkins

Its: President

Witness

RONALD M. KAPLAN, ASST. SEC.

Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 13 day of April, 2018, by Timothy B. Hawkins, who is President of WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation. (S)he is personally known to me or produced _____ as identification.

Coleen T. Houlihan

Signature of Notary Public
Printed Name: Coleen T. Houlihan
Commission Expires: _____

COLEEN T. HOULIHAN
MY COMMISSION # GG017816
EXPIRES August 02, 2020

COLEEN T. HOULIHAN
MY COMMISSION # GG017816
EXPIRES August 02, 2020

AGREEMENT FOR SOLID WASTE, CONSTRUCTION AND DEMOLITION DEBRIS, WHITE GOODS, RECYCLEABLE MATERIALS, AND YARD WASTE COLLECTION PROCESSING AND DISPOSAL SERVICES

BETWEEN

THE CITY OF WEST MELBOURNE,
A FLORIDA MUNICIPALITY

AND

WASTE MANAGEMENT INC. OF FLORIDA

A FLORIDA CORPORATION

Section		Page
RECITALS		1
ARTICLE 1	DEFINITIONS	3
1.1	DEFINITIONS	3
ARTICLE 2	PARTIES; EXCLUSIVE RIGHTS; TERM OF AGREEMENT	6
2.1	PARTIES TO THE AGREEMNT	6
2.2	REPRESENTATIVES OF PARTIES AND SERVICE OF NOTICE	6
2.3	GRANT OF EXCLUSIVE RIGHTS	7
2.4	TERM OF AGREEMENT AND EFFECTIVE DATE	7
2.5	REPRESENTATIONS AND WARRANTIES OF COLLECTOR	7
2.6	CONDITIONS PRECEDENT	9
ARTICLE 3	SCOPE OF SERVICES	10
3.1	GENERAL	10
3.2	COMPLIANCE WITH APPLICABLE LAW, RULES AND REGULATIONS	10
3.3	COLLECTION FROM RESIDENTIAL PREMISES	10
3.4	CART CONTAINERS FOR RESIDENTIAL PREMISES	11
3.5	WHEEL-OUT SERVICE	12
3.6	WHITE GOODS AND BULK WASTE	12
3.7	COMMERCIAL/INDUSTRIAL SERVICE	13
3.8	SOLID WASTE AND RECYCLABLE MATERIALS CLLECTION FROM CITY FACILITIES	13
3.9	CONSTRUCTION AND DEMOLITION DEBRIS; DIVERSION	14
3.10	DEAD ANIMAL COLLECTION	14
3.11	HAZARDOUD WASTE NOTIFICATIONS AND PROCEDURES	14
3.12	DISPOSAL AND PROCESSING FACILITIES	15
3.13	TITLE TO SOLID WASTE, YARD WASTE, WHITE GOODS AND RECYCLABLES	16
3.14	PUBLIC EDUCATION	16
3.15	PUBLIC ACCESS TO COLLECTOR	17
3.16	SERVICE COMPLAINTS AND RESPONSE	18
3.17	REPORT ACCUMULATION OF SOLID WASTE; UNAUTHORIZED DUMPING	18
3.18	PRIVACY	18
3.19	CHANGE IN OPERATIONS/ADMNISTRATION OR SCHEDULE	19
3.20	MODIFICATION OR CHANGE OF COLLECTION SERVICES; NEW SERVICES	19
ARTICLE 4	ROLLOUT OF AUTOMATED RESIDENTIAL SERVICE; IMPLEMENTATION PLANS	20
4.1	ROLLOUT PERIOD	20
4.2	TRANSITION PLAN	20
4.3	PUBLIC EDUCATION AND INFORMATION PLAN	21

4.4	COMMERCIAL/INDUSTRIAL RECYCLING PLAN	21
4.5	CONTINGENCY PLAN	21
ARTICLE 5	INDEMNIFICATION; INSURANCE; BONDS	22
5.1	INDEMNIFICATION	22
5.2	INSURANCE	23
5.3	FAITHFUL PERFORMANCE BOND	26
5.4	FIDELITY BOND	26
ARTICLE 6	COMPENSATION AND RATES	27
6.1	MAXIMUM RATES	27
6.2	ANNUAL ADJUSTMENT OF RATES	27
6.3	COMMERCIAL RECYCLING RATES	28
6.4	SPECIAL RATE REVIEW	28
6.5	RESOLUTION OF DISPUTES REGARDING SPECIAL RATE REVIEWS	29
6.6	RATES FOR MODIFIED OR ADDITONAL SERVICES	29
6.7	NOTICE OF RATE INCREASES	29
6.8	DELINQUENT ACCOUNTS	30
ARTICLE 7	BILLING, COLLECTION AND REMITTANCE; COLLECTOR FEE	31
7.1	BILLING	31
7.2	FRANCHISE FEE	31
7.3	RECYCLING REBATES	32
7.4	COLECTOR BILLING STATEMENT AND REMITTANCE	32
7.5	DISPUTES REGARDING REMITTANCES	33
ARTICLE 8	FINANCIAL RECORD KEEPING AND REPORTING REQUIREMENTS	35
8.1	ACCOUNTING AND RECORDS	35
8.2	RIGHT TO INSPECT RECORDS	35
8.3	ANNUAL REPORTS	35
8.4	ANNUAL AUDIT OF BILLINGS	35
ARTICLE 9	OTHER RECORD KEEPING AND REPORTING REQUIREMENTS	37
9.1	RECORD KEEPING	37
9.2	ROUTE AUDITS	37
9.3	MONTHLY DOCUMENTS	38
9.4	QUARTERLY REPORTING	38
9.5	ANNUAL REPORTING	39
9.6	ADVERSE INFORMATION	40
9.7	ADDITIONAL REPORTING	40
9.8	OTHER RELATED REQUIREMENTS	40
9.9	INSPECTION BY CITY	40
9.10	PERIODIC REVIEW	40
9.11	PERFORMANCE REVIEW	41

ARTICLE 10	BREACH AND TERMINATION	43
10.1	DEFAULT; NOTICE	43
10.2	NOTICE; RESPONSE; RESOLUTION; APPEAL	43
10.3	TERMINATION FOR CAUSE	45
10.4	LIQUIDATED DAMAGES	46
10.5	INSTITUTION OF LEGAL ACTIONS	49
10.6	CUMULATIVE RIGHTS	49
10.7	ENFORCED DELAY; EXTENSION OF TIME OF PERFORMANCE	49
10.8	RIGHT TO DEMAND ASSURANCES OF PERFORMANCE	50
10.9	CITY'S RIGHT TO PERFORM UPON DEFAULT	50
ARTICLE 11	ASSIGNMENT	53
11.1	ASSIGNMENT OF AGREEMENT	53
11.2	TRANSFER OF STOCK OR INTEREST	53
11.3	BANKRUPTCY	53
11.4	REQUIREMENTS OF COLLECTOR	53
11.5	APPLICATION AND TRANSFER FEE	54
11.6	TRANSITION	54
ARTICLE 12	MISCELLANEOUS PROVISIONS	55
12.1	INDEPENDENT CONTRACTOR	55
12.2	FEES AND GRATUITIES	55
12.3	GOVERNING LAW	55
12.4	ATTORNEYS' FEES	55
12.5	SUBCONTRACTING	56
12.6	AGREEMENT AS COLLATERAL	56
12.7	BINDING ON SUCCESSORS	56
12.8	TRANSITION TO THE NEXT COLLECTOR	56
12.9	PARTIES IN INTEREST	56
12.10	WAIVER	56
12.11	CONDEMNATION	56
12.12	ENTIRE AGREEMENT	57
12.13	CAPTIONS	57
12.14	REFERENCES TO LAWS	57
12.15	REFERENCES TO DAYS	57
12.16	INTERPRETATION	57
12.17	AMENDMENT	57
12.18	SEVERABILITY	57
12.19	COUNTERPARTS	58
12.20	EXHIBITS	58

Exhibits

A. List of Residential Recyclables

B. Schedule of Maximum Rates

C. Performance Standards

AGREEMENT

THIS AGREEMENT FOR SOLID WASTE, CONSTRUCTION AND DEMOLITION DEBRIS, WHITE GOODS, RECYCLABLE MATERIALS AND YARD TRASH COLLECTION, PROCESSING, AND DISPOSAL SERVICES ("Agreement") is entered into as of the 3rd day of May, 2011, by and between the City of West Melbourne, Florida, a municipality, organized and existing under the laws of the State of Florida ("City") and Waste Management Inc. of Florida ("Collector"), as follows:

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties:

A. The Legislature of the State of Florida, by enactment of law codified as Chapter 403, Florida Statutes, has established a solid waste management process which requires cities to implement portions of the coordinated statewide waste management program; and

B. Chapter 403 authorizes and requires cities to make adequate provisions for solid waste handling within their jurisdictions; and

C. Pursuant to State law, City is authorized to enter into an exclusive agreement for the collection and disposal of solid waste; and

D. Collector and City desire to implement a new, automated system of residential solid waste and recyclable material collection in the City, to more efficiently provide for the collection of such materials, and to facilitate achievement of state and local government responsibilities and goals; and

E. Pursuant to this Agreement, City desires to engage Collector as an independent contractor to exclusively provide solid waste, construction and demolition debris, white goods, recyclable materials and yard waste collection services in the City. Collector shall furnish all personnel, equipment, and supplies necessary to collect, or otherwise remove and dispose of all solid waste, construction and demolition debris, white goods, recyclable materials and yard waste, as defined herein, generated or accumulated at all residential and commercial/industrial and construction site premises within the City, except as otherwise specifically provided herein; and

F. Collector has represented and warranted to City that it has the experience, responsibility, and qualifications to implement the collection of solid waste, construction and demolition debris, white goods, recyclable materials and yard waste, and to arrange with residents and other entities within the City for the collection, safe transport, processing and disposal of all materials in compliance with applicable laws; and

G. City and Collector are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of solid waste, including Chapter 403, Florida Statutes, and CERCLA; and

H. City and Collector desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or "arranger" as those terms are used in the context of CERCLA Section 107(a)(3), and that it is Collector, not City, which is "arranging for" the collection of solid waste, construction and demolition debris, white goods, recyclable materials and yard waste from residential and commercial/industrial and construction site premises in the City, and transporting of same for disposal, recycling of recyclable materials, and processing of construction and demolition debris, white goods, and yard trash.

I. As a material inducement to City entering into this Agreement, Collector has agreed to fully indemnify City against all claims, losses, lawsuits to actions relating to any hazardous waste at any place where Collector transfers, stores, processes, or disposes of solid waste, construction and demolition debris, white goods, recyclable materials and yard waste pursuant to this Agreement, or its activities pursuant to this Agreement that result in a release of hazardous substances into the environment, including claims relating to services provided by Collector to City, or the disposal of solid waste collected from within the City by Collector and deposited into the Sarno Road landfill, or any other landfill.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to as follows:

ARTICLE I

DEFINITIONS

1.1 DEFINITIONS

Whenever any term used in this Agreement has been defined by Chapter 403.703, Florida Statues, the definitions in Chapter 403.703 shall apply. In addition, the following definitions are hereby incorporated into this Agreement:

1.1.1 "Applicable Law" shall mean all laws, regulations, rules, orders, judgment, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the collection and disposition of solid waste, construction and demolition debris, white goods, recyclable materials and yard waste that are in force on the Effective Date and as they may be enacted, issued or amended during the Term.

1.1.2 "Bulky Waste" shall mean items that are larger than residential premises' containers can hold that customers set out curbside that are acceptable for disposal at the Designated Disposal Site.

1.1.3 "CERCLA" means the Comprehensive Environmental Responsibility Compensation and Liability Act, 42 U.S.C.A. Section 9601 *et seq.*, as amended or superseded, and the regulations promulgated thereunder.

1.1.4 "Change in Law" means any of the following events or conditions, which has a material and adverse effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations):

(a) the enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the date of this Agreement; or

(b) the order or judgment of any governmental body, on or after the date of this Agreement, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack or reasonable diligence of City or of Collector, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence. "City Code" shall mean the Code of the City of West Melbourne, Florida, as it presently exists or may subsequently be amended.

1.1.5 "City Facility" shall mean: City Hall, City Corporation Yard, City Wastewater Treatment Facility, City parks, rights-of-way, and any other facilities or real property used primarily by the City that may be constructed, acquired or leased during the Term.

1.1.6 "Collection Services" shall mean all of the duties and obligations of Collector hereunder.

1.1.7 "Consumer Price Index" or "CPI" shall mean the CUUR0300SA0 index produced by the United States Department of Labor for All Urban Consumers, South Region, All Items, 1982-1984=100 found on the U.S. Department of Labor website http://data.bls.gov/data.

1.1.8 "Control" shall mean, for purposes of this Agreement, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a corporation, partnership, joint venture, or other association.

1.1.9 "Designated Disposal Site" means the Sarno Road landfill facility designated by the City Council of the City of West Melbourne, as may be amended by action of the City Council pursuant to Section 3.12.1, for the disposal of solid waste collected pursuant to this Agreement.

1.1.10 "Designated Yard Waste Facility" means the Yard Waste Processing facility designated by Collector pursuant to Section 3.12.3, subject to City's right to disapprove the designation pursuant to that Section, for the Processing of Yard Waste collected pursuant to this Agreement.

1.1.11 "Designated Recycling Facility" means the Recycling Processing facility designated by Collector pursuant to Section 3.12.2, for the Processing of Recyclables collected pursuant to this Agreement.

1.1.12 "Effective Date" means July 1, 2011, or as soon thereafter as the Conditions Precedent set forth in Section 2.6 have been satisfied.

1.1.13 "Environmental Statutes" means, for the purposes of this Agreement, 42 U.S.C. Sections 6901, *et seq.* and Sections 9600, *et seq.*, or successor statutes.

1.1.14 "Franchise Fee" means the fee charged Collector by City for the privilege of holding an exclusive franchise for Collection Services.

1.1.15 "Gross Rate Revenues" means all Subscriber revenues collected by Collector for providing the Collection Services as set forth in Article 3.

1.1.16 "Monthly Remittance" means the monthly payment made to the City by Collector pursuant to Section 7.3.

1.1.17 "Owner" means the person holding the legal title or having a right to possession to the real property to which Collection Services are provided.

1.1.18 "Sarno Road Landfill" shall mean the Brevard County public landfill, located on Sarno Road in Melbourne, Florida.

1.1.19 "Maximum Rates" means the Schedule of Approved Base Rates (Exhibit B), as may be amended pursuant to Article 6, and are maximum services charges and Special Charges for Collection Services determined, billed and collected by Collector from each Subscriber receiving service under this Agreement.

1.1.20 "Recyclables" means the List of Residential Curbside Recyclables (Exhibit A), as may be amended pursuant to Articles 3 and 6.

1.1.21 "Recycling Revenues" means all revenues resulting from the sale of Recyclables collected through provision of Collection Services.

1.1.22 "Related Party" means any other Person under the same ownership and/or Control as Collector.

1.1.23 "Residue" means materials that remain after Processing Recyclables and Yard Waste, which cannot be Recycled, marketed, or otherwise utilized, including but not limited to materials such as rocks, contaminated paper, putrescible waste, and other debris.

1.1.24 "Rollout Period" shall mean the period between the Effective Date and December 31, 2011, or such earlier date, or with the prior written approval of the City Manager, later date, when the automated Collection Services required by this Agreement are provided to residential premises throughout the City and fully operational.

1.1.25 "Schedule of Approved Base Rates" shall mean Exhibit B.

1.1.26 "Special Charges" are specific service-related residential and commercial charges that are contained on the Schedule of Approved Base Rates, and that may be billed by Collector.

1.1.27 "Special Rate Review" means the Rate adjustment process described in Section 6.4 of this Agreement.

1.1.28 "State" means the State of Florida.

1.1.29 "Street Sweeping Fines" means material collected as a result of street sweeping operations.

1.1.30 "Subscriber" means an individual or entity that subscribes to Collection Services provided by Collector pursuant to this Agreement.

1.1.31 "Substantial Evidence" means such evidence as would convince a reasonable person and on which reasonable persons may not reasonably differ as to the conclusion to be drawn from such evidence.

1.1.32 "Term" means the term of this Agreement, as set forth in Section 2.4.

1.1.33 "Ton" means a "short ton" of 2,000 pounds.

ARTICLE 2

PARTIES; EXCLUSIVE RIGHTS; TERM OF AGREEMENT

2.1 PARTIES TO THE AGREEMENT

The parties to this Agreement are:

2.1.1 City: The City of West Melbourne, Florida, a Florida municipality, having its principal office at 2240 Minton Road, West Melbourne, Florida 32904.

2.1.2 Collector: Waste Management Inc. of Florida, a Florida Corporation, having its principal place of business at 7382 Talona Drive, West Melbourne, Florida 32904.

2.2 REPRESENTATIVES OF PARTIES AND SERVICE OF NOTICES

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

2.2.1 The principal representative of City shall be:

Mr. Scott Morgan, City Manager
City of West Melbourne
2440 Minton Road
West Melbourne, Florida 32904
Telephone No.: (321) 837-7771
Fax No.: (321) 768-2390
E-mail: smorgan@westmelbourne.org

2.2.2 The principal representative of Collector shall be:

Mr. Jim Padovan, Senior District Manager
Waste Management Inc. of Florida
7382 Talona Drive
West Melbourne, Florida 32904
Telephone No.: (321) 409-6617
Fax No.: (321) 984-8170
E-mail: jpadovan@wm.com

2.2.3 Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and shall be effective upon the date of personal delivery or, in the case of mailing, on the date of delivery or attempted delivery as shown on the U.S. Postal Service certified mail return receipt. Notices to the Collector shall not be invalidated in the event that a copy of the notice is not also sent to counsel for Collector.

2.2.4 If the name of the principal representative designated to receive the notices, demands, or

communications, or the address of such person, is changed, written notice shall be given to the other party within five (5) working days of the change.

2.3 GRANT OF EXCLUSIVE RIGHTS

2.3.1 Subject to the terms and conditions of this Agreement and applicable State laws, City hereby grants and issues to Collector the exclusive authority, right, privilege and franchise to collect, transport, process, and dispose of all solid waste, including white goods, yard waste, and recyclable materials, generated or accumulated by all Subscribers within the City, for the Term unless earlier terminated as provided herein. Collector's exclusive rights hereunder shall be subject to any rights that may otherwise be retained by State, county or school district owned and operated facilities to use a provider other than Collector.

2.3.2 Collector accepts the terms of this Agreement as defining the scope of its exclusive rights to provide Solid Waste, White goods, Recyclable materials and Yard Waste collection, processing and disposal services in the City.

2.3.3 As a material inducement to City to enter into this Agreement, Collector hereby waives any right it may possess to contest the legal right, power or the authority of City to enter into and perform this Agreement, or any provision hereof, and agrees to fund the City's legal defense and otherwise cooperate with and assist City in supporting the legal validity of and authorization for such provisions in the event of any legal challenge thereto brought or made in any manner by a third party.

2.4 TERM OF AGREEMENT AND EFFECTIVE DATE

The term of this Agreement shall continue in force for a period of seven (7) years and shall commence on, or as soon thereafter as the conditions precedent set forth in Section 2.6 have been satisfied or waived (the "Effective Date"), and shall expire midnight June 30, 2018.

Notwithstanding the foregoing, the unexcused failure or refusal of Collector to perform any material term, covenant, obligation or condition contained in this Agreement shall give rise to the right, in favor of City, to terminate this Agreement for cause in accordance with the procedures elsewhere contained herein.

2.5 REPRESENTATIONS AND WARRANTIES OF COLLECTOR

Collector hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement and to consummate the transaction contemplated hereby, all of which shall be true as of the date of this Agreement and as of the Effective Date:

(a) Collector is duly organized and validly existing as a corporation under the laws of the State of Florida, registered to do business within the State of Florida, with full legal right and power to enter into and perform its obligations under this Agreement.

(b) Collector has the authority to enter into and perform its obligations under this

Agreement. Collector or its authorized representative has taken all actions required by law and its governing documents to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Collector warrant and represent that they have authority to do so. This Agreement constitutes the legal, valid and binding obligation of Collector.

(c) Neither the execution of this Agreement nor the delivery by Collector of collection services nor the performance by Collector of its obligations hereunder: (1) conflicts, with, violates or results in a breach of Applicable Law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certification of incorporation of Collector) or instrument to which Collector is a party or by which Collector or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of the City.

(d) There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Collector's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Collector or which is likely to result in an unfavorable decision, ruling or fining which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Collector in connection with the transaction contemplated hereby, or which could materially and adversely affect the ability of Collector to perform its obligations hereunder or which would have a material adverse effect on the financial condition of Collector.

(e) Collector has no knowledge of any Applicable Law in effect as of the date of this Agreement that would prohibit the performance by Collector of this Agreement and the transactions contemplated hereby.

(f) Collector has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Collection Services required by this Agreement.

(g) The information supplied by Collector in all submittals made in connection with negotiation and execution of this Agreement, including all materials in Exhibits of this Agreement, and all representations and warranties made by Collector throughout this Agreement are true, accurate, correct and complete in all material respects on and of the Effective Date of this Agreement.

(h) Collector's representative, designated in Section 2.2.2, shall have authority in all daily operational matters related to this Agreement. City may rely upon action taken by such designated representative as action of Collector unless the actions taken are not within the scope of this Agreement.

(i) The new, automated system of residential solid waste and recyclable materials collection services described in this Agreement will be implemented throughout the City on or before December 31, 2011.

(j) Collector has, or will obtain prior to the Effective Date, right to dispose and process solid waste and recyclable materials at the permitted locations as set forth in Section 3.13 of this Agreement.

(k) Sarno Road Landfill (and any other Designated Disposal Site that may subsequently be determined by the City Council of the City of West Melbourne) is a landfill which is properly permitted to receive municipal solid waste and is in compliance with all Applicable Laws.

(l) The Orange County Recovered Materials Processing Facility at 12100 Young Pine Road, Orlando is a facility which is properly permitted and in compliance with all Applicable Laws.

2.6 CONDITIONS PRECEDENT

This Agreement shall not become effective and City shall not be obligated to perform the undertakings provided for in this Agreement unless and until each and all of the conditions set out below are satisfied or waived, in written form, by City. Waiver of any of the following as a condition to the effectiveness of this Agreement will not preclude City from pursuing any claim for breach of this Agreement. This Agreement shall automatically expire and be of no further force or effect, without the need for notice pursuant to Section 10.1, if the conditions precedent set forth below are not satisfied on or before December 31, 2011.

(a) The representations and warranties made by Collector in Section 2.5 of this Agreement are true and correct on and as of the Effective Date.

(b) There is no litigation pending on the Effective Date in any court challenging the award or execution of this Agreement or seeking to restrain or enjoin its performance.

(c) Collector shall submit, to the satisfaction of the City Manager: (a) endorsements of insurance coverage pursuant to Section 5.2; (b) the faithful performance bond pursuant to Section 5.3; and (c) the fidelity bond pursuant to Section 5.4 of this Agreement.

(d) Collector shall deliver to City evidence satisfactory to the City Manager that Collector has the authority to provide, or has arranged for, the disposal and processing rights at the Sarno Road Landfill and the Orange County Recovered Materials Processing Facility at 12100 Young Pine Road, Orlando as set forth in Section 3.13.

ARTICLE 3

SCOPE OF SERVICES

3.1 GENERAL

Collector shall collect all Solid Waste, White goods, Recyclable materials and Yard waste generated and presented for collection at each residential, commercial/industrial and construction site premises within the City, in conformity with the provisions of this Agreement, including but not limited to the performance standards set forth in Exhibit "C". The work to be done by Collector pursuant to this Agreement shall include the furnishing of all labor, supervision, vehicles, containers (including residential cart containers), other equipment, materials, supplies, and all other items necessary to perform the Collection Services, and the payment of all related expenses including, but not limited to, all taxes and utility charges. The Collection Services shall be performed in a thorough and professional manner that constitutes litter free, reliable, courteous and high-quality service. Collector shall at all times perform its duties using best industry practices for comparable operations.

3.2 COMPLIANCE WITH APPLICABLE LAW, RULES AND REGULATIONS

3.2.1 Collector shall acquire and maintain all necessary permits and licenses, and shall comply with all provisions of this Agreement, the West Melbourne Code of Ordinances, and all other Applicable Laws, rules, and implementing regulations, as they may from time to time be amended, including, but not limited to Chapter 403, Florida Statutes, and CERCLA.

3.2.2 Collector agrees to observe and comply with the operating rules and regulations established by the applicable county and State regarding the Designated Disposal Site and Designated Recycling Facility including without limitation those governing delivery procedures, receiving hours, vehicle and waste inspection, Hazardous Waste screening, litter control and safety measures.

3.3 COLLECTION FROM RESIDENTIAL PREMISES

3.3.1 Collector shall furnish all labor, supervision, materials, permits, licenses, and equipment necessary to provide automated Collection of Solid Waste from all residential premises in the City from the curb on a twice weekly basis, except in areas where automated collection is not practicable. In those areas, semi-automated or manual collection services shall be provided.

3.3.2 Curbside collection of Recyclable materials from residential premises shall be performed on a once a week basis, on the same day as one of the Solid Waste collections. The minimum list of Recyclables to be collected in this program is attached hereto as Exhibit "A". Subject to the provisions of Section 6.6, City shall have the right to modify the list of residential Recyclables at any time during the Term, upon written notice to Collector but without the need to amend this Agreement.

3.3.3 Curbside collection of Yard waste from residential premises shall be performed on a once a week basis on the same day as one of the Solid Waste collections.

3.4 CART CONTAINERS FOR RESIDENTIAL PREMISES

3.4.1 (a) Collector shall provide at its own cost and expense the initial residential cart containers and any replacement cart containers to all residential premises. Except in areas where automated collection is not practicable, all residential subscribers shall receive one (1) Standard Residential Solid Waste Container having an approximate capacity of either 36 gallons, 64 gallons, or 96 gallons as specified by the Subscriber and one (1) Standard Residential Recycling Container having an approximate capacity of either 64 gallons or 36 gallons as specified by the Subscriber. For the initial distribution of residential cart containers, all Subscribers shall be provided, at a minimum, written material describing cart size options, mechanism for response, and specifics that the default size for each cart will be 64 gallons (36 gallons in 55 and older age restricted neighborhoods) if no response is received from Subscriber. Written material shall be reviewed and approved by City Manager prior to distribution. Subscribers shall be provided a minimum of two (2) weeks from the mailing date to indicate their cart size preferences. If the Subscriber does not specify a container size, Collector shall provide the Subscriber with a 64 gallon solid waste cart (36 gallons in 55 and older age restricted neighborhoods) and with a 64 gallon recycling cart (36 gallons in 55 and older age restricted neighborhoods). All residential cart containers provided by Collector shall be constructed of rigid, durable materials with a minimum five (5) year life expectancy warranted by the manufacturer.

(b) Collector shall permit residential Subscribers to change the size of their solid waste cart container once annually at no additional charge. Collector shall deliver the solid waste containers associated with requested changes in service level no later than two weeks after receipt of the request. Subscribers may request additional changes in the size of their solid waste container throughout the year, but each Subscriber must pay Collector the additional charge specified in the Schedule of Approved Base Rates.

(c) Repairs to residential cart containers for damage caused by ordinary wear and tear by the Subscribers or by Collector shall be the responsibility of Collector. These repairs include replacement of wheels, lids, hinges, axles, and handles. Collector shall have the right to charge Subscribers for residential cart containers damaged through willful or intentional abuse or misuse.

(d) In the event delivered Solid Waste and/or Recycling cart containers are lost, stolen, damaged or destroyed, not through the willful or intentional abuse or misuse of Subscriber, Collector shall deliver to the Subscriber (a) replacement cart(s) within one week of request at no charge to the Subscriber or City for either the cart or its delivery.

(e) To the extent that the Collector replaces more than 500 cart containers in a single calendar year, prorated for partial years, and excepting those cart containers replaced pursuant to paragraph (d), the City shall allow Collector to recover the actual cost of replacing such cart containers over the above specified amount by allowing an

increase in the Rate to be charged by Collector sufficient for Collector to recover its costs for the purchase, assembly and delivery of such replacement cart containers ("Collector's Excess Cart Container Costs"), pursuant to Section 6.4. Collector shall bear the cost of replacing the first 500 cart containers.

(f) Collector shall report to the City periodically, but not less than annually, the number of residential cart containers replaced and address of each residence where replacement occurred in accordance with the previous two paragraphs.

(g) Collector shall provide additional Solid Waste and/or Recycling cart containers to any residential premise upon request from the residential householder provided. Additional containers shall be delivered and services for the Rate specified in the Schedule of Approved Base Rates.

3.5 WHEEL-OUT SERVICE

3.5.1 Collector shall provide free wheel-out service to eligible residents. For purposes of this Section 3.5, "eligible residents" are those who: (1) are physically unable to move the residential cart containers as verified by a medical certificate, or evidence of 100% disability, or veteran disability pension; and (2) submit a signed statement that they live in a residence with no other residents capable of moving the cart containers.

3.5.2 Collector shall provide wheel-out service for any non-eligible resident requesting such service on a for-fee basis. Service shall be provided for the Rate specified in the Schedule of Approve Base Rates.

3.6 WHITE GOODS AND BULKY WASTE

3.6.1 Collector shall provide curbside collection of White goods and Bulky waste on a once a week basis on the same day as one of the Solid Waste collections. Collector shall process and dispose of all White goods and Bulky waste in accordance with all Applicable Law.

3.6.2 For qualifying households, defined as a household in which either: (a) the youngest person is 62 years of age or older; or (b) the head of household is physically unable to move White goods or Bulky waste to the curb as verified by a medical certificate, or evidence of 100% disability, or veteran disability pension, and submits a signed statement that they live in a residence with no other residents capable of moving white goods or bulky waste to the curb, Collector shall provide pre-scheduled pick-up service on or within property upon request. Collector may charge a fee for this service as specified in Schedule of Approved Rates.

3.6.3 Collector shall ensure that 80% of pick-up service requests pursuant to Section 3.6.2 are met within 3 days of the requested pickup date, and 100% of pick-up service requests are met within 10 days of the requested pickup date.

3.6.4 Collector shall transport collected materials that cannot otherwise be recycled to the Designated Disposal Site. Collector shall make good faith efforts to maximize the Recycling of collected materials.

3.6.5 Services provided under this Section shall be provided to all residential premises, including multi-family residences, at no additional cost to the Subscribers or City. Notwithstanding, Collector may charge for Freon removal from Freon-containing appliances in accordance with Exhibit B.

3.7 COMMERCIAL/INDUSTRIAL SERVICE

3.7.1 Collection. Collector shall furnish all labor, supervision, materials, permits, licenses, and equipment necessary to provide collection of Solid Waste and Recyclables from commercial/industrial premises within the City on at least a weekly basis. Collector may use locking bins when there is a need to protect against unauthorized deposits of waste materials. Collector will assist the owners of commercial/industrial premises in selecting an appropriate level of service for solid waste and recyclables. Collector shall be responsible for billing each commercial/industrial premises at the Rates set forth on the Schedule of Approved Base Rates. Collector shall work with commercial/industrial premises subscribers to select the appropriate size, type and number of containers to be provided for Solid Waste and Recyclables Collection services.

3.7.2 Promotion of Commercial Recycling. Collector shall make Recyclables Collection service available to all commercial/industrial premises in the City. In coordination and cooperation with City efforts, Collector shall use its best efforts to promote and expand the use of Recycling services to all commercial/industrial premises.

3.8 SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION FROM CITY FACILITIES

3.8.1 Collector shall collect and either dispose of or deliver for processing, all Solid Waste and Recyclable materials from all City Facilities. Collector shall provide each City Facility with sufficient bins and other containers, as determined by the City Manager, for the collection.

3.8.2 Collector shall provide for the disposal or delivery for processing all Solid Waste from all City employee-constructed public works projects, whether delivered by Collector, City employees in City vehicles or by designated agents for City, provided that the disposal is consistent with the permit limitations of the Designated Disposal Site.

3.8.3 Collector shall provide for the disposal of all West Melbourne wastewater treatment facility sludge delivered by Collector, City or its agents and accepted at the Designated Disposal Site or other approved and permitted sites designated by City.

3.8.4 All services provided pursuant to this Section shall be provided at Collector's expense, with no charge to City. The City Manager may delete or add a City Facility from the list of facilities to be provided collection services by Collector pursuant to this Section at any time, upon written notice to Collector.

3.9 CONSTRUCTION AND DEMOLITION DEBRIS

3.9.1 Collector has the right, but not the exclusive right, to collect construction and demolition debris. The collection of Construction and demolition debris shall be performed in conformance with all standards adopted by the City Council by ordinance or resolution.

3.9.2 The Collector shall document that it has used best efforts to insure that, consistent with Section 403.706(2)(b), Florida Statutes, Construction and demolition debris collected by the Collector is recycled to the greatest extent feasible.

3.9.3 Collector shall not charge City for the collection, processing and disposal of source-separated Construction and demolition debris generated by City employee-constructed projects. The Collector may charge City for processing of any City generated construction and demolition debris that is not source-separated.

3.9.4 City has no obligation to deliver construction and demolition debris from City employee-constructed projects and other City sources to the Designated Disposal Site, except for that which is collected by Collector.

3.10 DEAD ANIMAL COLLECTION

At no additional cost to City, Collector shall provide for the collection and disposal of dead domesticated animals deposited in solid waste containers so long as such animals may be disposed of at the Designated Disposal Site.

3.11 HAZARDOUS WASTE NOTIFICATIONS AND PROCEDURES

3.11.1 The collection, transportation and disposal of hazardous waste is specifically beyond the scope of this Agreement. Collector and City shall take all reasonable steps necessary to prevent Hazardous Waste from being collected, transported, or disposed of by Collector under this Agreement.

3.11.2 Collector shall not be required to filter through and thoroughly inspect the Solid Waste or Recyclables deposited in containers by City's residents and commercial/industrial premises in order to ensure it does not contain any Hazardous Waste. Collector, however, shall take all reasonable steps to avoid collecting Hazardous Waste and shall collect and dispose of any such waste of which it becomes aware. Collector shall "tag" each container which contains Hazardous Waste, and shall keep a record of all Subscribers who have received a tag for depositing Hazardous Waste items, in accordance with the procedures set forth in Section 7.D. of Exhibit "C" regarding tagging items not collected. If a container is "tagged," the resident shall be notified where the waste items contained therein may be properly disposed.

3.11.3 Collector shall provide written information regarding Hazardous Waste to all Subscribers upon initially beginning service and on a yearly basis thereafter. This information shall specify what types of waste may and may not be disposed of through routine collection procedures, the availability of Hazardous Waste collection locations, the tagging procedure if Hazardous Waste is found in the Subscriber's deposited waste, and other pertinent

information.

3.11.4 Collector shall conduct yearly training programs for its waste Collection employees to instruct them in determining what is Hazardous Waste, to advise them to be aware of and locate, if possible, Hazardous Waste when undertaking their collection of Solid Waste and Recyclables in the City, to follow proper procedures by tagging Hazardous Waste items as "Hazardous Special Handling Required," and to advise Subscribers of the various legal alternatives for the disposal of Hazardous Waste.

3.11.5 Collector shall notify all agencies with jurisdiction, including local emergency response providers, and if appropriate, the National Response Center, of reportable quantities of Hazardous Waste, found or observed by Collector anywhere within the City, including on, in, under or about City owned property and City waste containers. In addition to other required notifications, if Collector observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully disposed of or released on City owned property, including but not limited to streets in the City, storm drains, or public rights of way, Collector also shall immediately notify the City Manager.

3.12 DISPOSAL AND PROCESSING FACILITIES

3.12.1 City has designated the Sarno Road Landfill facility as the Designated Disposal Site. This Brevard County Landfill is properly permitted to receive municipal Solid Waste in compliance with all Applicable Laws. Except as set forth in Section 3.13.3, Collector shall dispose of all Solid Waste collected within the City at the Designated Disposal Site, at Collector's expense and in accordance with all Applicable Laws. City reserves the right to change the Designated Disposal Site by resolution of the City Council at any time during the Term of this Agreement at the City's sole and complete discretion provided the changed site is properly permitted to receive municipal Solid Waste and is in compliance with all Applicable Laws.

3.12.2 Collector has designated the Orange County Recovered Materials Processing Facility in Orlando as the Designated Recycling Facility. Collector covenants that its Designated Recycling Facility is properly permitted and in compliance with all Applicable Laws. Collector shall deliver all Recyclable materials collected within the City to the Designated Recycling Facility at Collector's expense and in accordance with all Applicable Laws. Collector shall ensure that, after processing, residue material shall not exceed the amount permitted by Applicable Law. Collector shall ensure that recyclable materials are used, measured, and reported in a manner that is consistent with Chapter 403.76(2)(a) and implementing rules and regulations adopted by the Florida Department of Environmental Protection.

3.12.3 Collector has designated the Sarno Road Landfill facility as the Designated Yard Waste Facility. Collector covenants that the Designated Yard Waste Facility is properly permitted and is in compliance with all Applicable Laws. Collector shall deliver all Yard waste collected in the City to the Designated Yard Waste Facility.

3.12.4 Collector shall ensure that the Designated Disposal Site, Designated Recycling Facility, and

Designated Yard Waste Facility are properly permitted and in compliance with Applicable Law at all times during the Term. Collector shall immediately inform City Manager in writing in the event of any non-compliance, and City, in its sole discretion, shall have the right to require the use of a different disposal or processing facility, proposed by Collector. The City Council may also, in its sole discretion, require the use of a different site at any time during the Term if the Designated Disposal Site, Recycling Facility, or Yard Waste Facility is found to not be in compliance with the provisions of Sections 3.12.1, 3.12.2, or 3.12.3 (as the case may be), and the City Council determines that the Designated Disposal Site, Recycling Facility, or Yard Waste Facility is not acceptable due to a failure to comply with the terms of this Agreement or a finding by State or federal regulatory agencies that it is not in compliance with Applicable Law, and is unable to accept City's Solid Waste, Yard waste or Recyclables (as the case may be). Under no circumstances, however, shall a change in one or more of Designated Disposal Site, Designated Recycling Facility, and Designated Yard Waste Facility pursuant to this Section 3.12.4 provide a basis for an increase in Maximum Rates.

3.13 TITLE TO SOLID WASTE, YARD WASTE, WHITE GOODS AND RECYCLABLES

It is expressly understood that all Solid waste, Yard waste, White goods and Recyclable materials collected under this Agreement becomes the property of Collector at the point of collection, subject to the requirement of delivery of Solid waste to the Designated Disposal Site, Recyclable materials to the Designated Recycling Facility, Yard waste to the Designated Yard Waste Facility, and White goods to the Designated Disposal site and/or Designated Recycling Facility, as appropriate for the particular White good. At no time does City obtain any right of ownership or possession of Solid waste, Yard waste, White goods or Recyclables placed for collection, and nothing in this Agreement shall be construed as giving rise to any inference that City has any such rights. City and Collector agree that, for the purposes of the Uniform Commercial Code and all other laws imposing liability for defective products, it is Collector, and not City that is to be considered the "merchant" of goods recycled pursuant to this Agreement. Any and all proceeds derived from the use or sale of Solid waste, Yard waste, White goods and/or Recyclables by Collector shall belong to Collector subject only to a net payment to the City after Collector processing cost deductions from the sale of Recyclables as set forth in Section 7.3.

3.14 PUBLIC EDUCATION

3.14.1 Collector shall develop and implement a public education and information program in order to explain the transition to automated residential collection, maximize participation in the residential and commercial/industrial recycling efforts, and provide information on the availability of White goods and Bulky waste services described in this Article 3, as well as on the complaint resolution procedure set forth in Section 3.16. The public education and information program may include, without limitation, media advertising, contests, and community involvement programs. The public education and information program shall include methods of intensive outreach during the Rollout Period, as well as periodically (no less often than annually) thereafter, and methods of informing customers of available services at the time they apply for service. The various elements of the public education and information program shall be reviewed and approved by the City Manager prior to

implementation, pursuant to Section 4.3. The costs of implementing the program shall be borne by Collector.

3.14.2 Throughout the Term, Collector shall provide Subscribers with information pertaining to this Agreement and shall conduct public education services that include, but are not limited to, providing information pertaining to the following:

1. New services implementation;
2. Change in service;
3. Notices of incorrect setouts;
4. Coordination with local and State agencies in development of promotions and public education materials on source reduction, recycling, backyard composting and green waste program topics;
5. The availability of free wheel-out and on-call at the door White good and Bulky waste collection service for qualifying Subscribers;
6. The availability of extra Containers, wheel-out, and on-call at the door White good and Bulky waste service for additional fee;
7. Hazardous Waste disposal services provided by others; and
8. Providing recycling outreach to schools and community groups as requested.

3.14.3 All press releases, reports, or other documents prepared by Collector for release to the public or any other public agency that materially affect the City shall be subject to the prior review (for a period of at least five business days) of the City Manager. The parties agree that, for purposes of this Section 3.14.3, any reports or other documents relating to the new automated residential collection system in the City materially affects the City.

3.15 PUBLIC ACCESS TO COLLECTOR

3.15.1 Collector shall establish and maintain at all times during the Term an office and corporation yard within or within reasonable proximity of the City. A responsible and qualified representative of Collector shall be available at Collector's local office during office hours for communication with City and the public.

3.15.2 Collector shall maintain a toll-free telephone system in operation at a customer service center to assist Subscribers during, at a minimum, the hours of 8:00 a.m. to 5:00 p.m. Monday through Saturday. Collector shall install telephone equipment, and have available service representatives sufficient to handle the volume of calls typically experienced on the busiest days. Subscribers must be able, with reasonable convenience, to reach Collector's office by phone during the hours set forth in this Section. In addition, Collector must maintain a physical and telephone customer presence at its local office during, a minimum, the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. Any recording at both the customer service center and local office shall provide an additional number to call in the event of an emergency. Collector shall provide the City Manager the means to contact a representative of Collector directly by telephone on a 24-hour basis in the event of an emergency.

3.16 SERVICE COMPLAINTS AND RESPONSE

3.16.1 Collector agrees to maintain a computer-based log ("Complaint Log") of all oral and written service complaints registered with Collector from Subscribers or the public within the City. The Complaint Log shall be maintained in a computerized database format reasonably acceptable to the City Manager. Collector shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Subscriber complaints. Subscriber complaints that cannot be reasonably resolved may be appealed to the City Manager for final resolution. Collector shall record in the Complaint Log all written and oral complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, name of Collector employee taking the compliant, and the nature and date of resolution. The Complaint Log shall be maintained so that representatives of City upon request may conveniently inspect it. Collector shall deliver a summary of complaints by number and type, and a copy of the Complaint Log reflecting action to date along with the quarterly reports specified in Section 9.4 or otherwise upon request of the City.

3.16.2 Collector shall respond to all complaints from Subscribers, other than missed pickups, within one business day.

3.16.3 In the event of a missed pickup, Collector shall complete the pickup the same day if the complaint is received by 3:00 p.m., or by 11:00 a.m. the following business day if the complaint is received after 3:00 p.m.

3.17 REPORT ACCUMULATION OF SOLID WASTE; UNAUTHORIZED DUMPING

Collector shall direct its drivers to note the addresses of any premises at which they observe significant and ongoing accumulation of Solid waste that is not being delivered for collection, and the address or other location description at which Solid waste has been dumped in an apparently unauthorized manner. Collector shall deliver the address or description to the City Manager within three (3) working days of such observation.

3.18 PRIVACY

Collector shall strictly observe and protect the rights of privacy of Subscribers, information identifying individual Subscribers, or the composition or contents of a Subscriber's Solid waste or recyclables shall not be revealed to any person, governmental unit, private agency, or company, unless upon the authority of a court of law, authorized Federal, State, or municipal law enforcement agency, by statute, or upon valid authorization of the Subscriber. Collector shall not market or distribute mailing lists with the names and addresses of residential or commercial/industrial Subscribers. This provision shall not be construed to preclude Collector from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses that may be required by City. The rights accorded Subscribers pursuant to this Section shall be in addition to any other privacy rights accorded Subscribers pursuant to Federal or State law.

3.19 CHANGE IN OPERATIONS/ADMINISTRATION OR SCHEDULE

Collector shall notify the City Manager in writing of any proposed material changes in, or to the Collection Services operation (e.g. vehicle routes, equipment type or number, crew size), administration (e.g. management and employees), and schedule prior to implementation. Any changes to the collection operation shall meet the service standards and other terms of this Agreement. In the case of changes to the collection schedule, Collector must notify all affected Subscribers at least fourteen (14) days prior to any change in the collection days. Collector shall not permit any Subscriber to go more than seven (7) days without service in connection with a collection schedule change.

3.20 MODIFICATION OR CHANGE OF COLLECTION SERVICES; NEW SERVICES

3.20.1 Upon receiving a written request from City, Collector shall provide reasonable modification of any Collection Service subject to establishment of appropriate compensation for providing the service. Such a service modification may include, but not be limited to, the addition or deletion of specific residential recycling materials. Granting of any such modified Collection Service shall be contingent upon City Manager's review and approval of an applicable Rate pursuant to Section 6.6.

3.20.2 Upon receiving a written request for the City Manager, Collector shall provide any other exclusive or non-exclusive services not covered by this Agreement, and that it is qualified to provide, subject to establishment of appropriate compensation for providing the service pursuant to Section 6.6.

ARTICLE 4

ROLLOUT OF AUTOMATED RESIDENTIAL SERVICE; IMPLEMENTATION PLANS

4.1 ROLLOUT PERIOD

4.1.1 This Agreement requires, for residential premises, a transition from the manual collection system used in the City as of the date of this Agreement to an automated system. This Agreement also requires implementation of a new, single stream, cart-based recyclables collection program. Collector shall "rollout" the new services required by this Agreement such that all required cart containers are distributed to residential premises throughout the City for use, on or before December 31, 2011, accordingly to the following schedule:

(a) Subscriber size-selected residential solid waste cart containers shall be provided to residences throughout the City on or before July 1, 2011.

(b) Subscriber size-selected residential recyclables cart containers shall be provided to residences throughout the City on or before July 1, 2011.

(c) The new automated residential service shall be fully operational on or before December 31, 2011.

4.1.2 During the Rollout Period, Collector shall distribute the containers required by this Agreement to all residential premises in the City, and implement the public education program developed pursuant to Section 3.14. As a material inducement to City entering into this Agreement, Collector has represented to City that the automated system described in this Agreement, will be provided throughout the City on or before December 31, 2011. For purposes of this Section 4.1.2, and the representation in Section 2.5(i) "provided throughout the City" means all residential premises in the City are being provided by Collector with the automated Collection Services required by this Agreement by Collector.

4.1.3 Collector shall provide to all residential premises a "no harm" transition period, during which up to four (4) errors by Subscribers in setting out or placing contents in containers shall not result in any penalty. This "no harm" transition period shall commence, as to each residential premises, on the first collection day where one or more of the new residential cart containers is used, and continue for 180 days from the date of the first collection day where all the new residential cart containers are used.

4.2 TRANSITION PLAN

Collector shall submit to the City Manager, within twenty (20) business days after the Effective Date, the written transition plan for the transition to automated residential collection and implementation of the various programs required by this Agreement. The City Manager shall, with ten (10) business days of Program receipt, concur with or require changes in the Program.

4.3 PUBLIC EDUCATION AND INFORMATION PLAN

4.3.1 Collector shall submit to the City Manager, within twenty (20) business days after the Effective Date, the written Public Education and Information Program for the intensive outreach during the Rollout Period required by Section 3.14.1. The City Manager shall, within ten (10) business days of Program receipt, concur with or require changes in the Program.

4.3.2 Collector shall submit to the City Manager, within twenty (20) business days after the Effective Date, the written Public Education and Information Program required by Section 3.14.2 for the Term. The City Manager shall, within ten (10) business days of Program receipt, concur with or require changes in the Program.

4.4 COMMERCIAL/INDUSTRIAL RECYCLING PLAN

Collector shall submit to the City Manager, within twenty (20) business days after the Effective Date, a written plan for City Manager's review and approval, describing activities, programs, outreach, other actions, and time frames Collector will use to promote and expand the use of recycling services to all commercial/industrial premises. The City Manager shall, within ten (10) business days of receipt, concur with or require changes to the plan.

4.5 CONTINGENCY PLAN

Collector shall submit to the City Manager, within twenty (20) business days after the Effective Date, a written "Contingency Plan" demonstrating the Collector's specific arrangements to provide vehicles and personnel and to maintain uninterrupted service during mechanical breakdowns, and in case of natural disaster, strikes or other emergency, including events described in Section 10.7. The City Manager shall, within ten (10) business days of plan receipt, concur with or require changes in the plan.

ARTICLE 5

INDEMNIFICATION; INSURANCE; BONDS

5.1 INDEMNIFICATION

5.1.1 Collector shall protect, defend (with counsel mutually selected by Collector and City), indemnify and hold harmless City, its officers, agents, employees and volunteers from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and for any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury or death arising out of or connected with Collector's or any of its officers, agents, employees or subcontractors' performance of its obligations pursuant to this Agreement or arising from or attributable to any alleged breach of warranty of merchantability or fitness of purpose or other laws relating to product liability for Recyclables collected and processed pursuant to this Agreement. Collector's obligation to indemnify, defend and hold harmless City as stated herein above shall include, but not be limited to, paying all actual legal fees and costs incurred by legal counsel of City's choice in representing City in connection with any such claims, losses, lawsuits or actions. The obligations of Collector pursuant to this Subsection 5.1.1 are not limited by the coverage of any insurance maintained by Collector pursuant to Section 5.2. **THIS PROVISION SHALL SURVIVE THE EXPIRATION OF THE PERIOD DURING WHICH SOLID WASTE, CONSTRUCTION AND DEMOLITION DEBRIS, WHITE GOODS AND RECYCLABLE MATERIALS AND YARD WASTE COLLECTION, PROCESSING AND DISPOSAL SERVICES ARE TO BE PROVIDED UNDER THIS AGREEMENT.**

5.1.2 Collector shall protect, defend (with counsel selected by City), indemnify and hold harmless City, its officers, agents, employees and volunteers from any and all claims and losses whatsoever occurring or resulting from: (a) the repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or Hazardous Waste at any place where Collector or any of its officers, agents, employees or subcontractors transfers, stores or disposes of Solid waste, Construction and demolition debris, Yard waste, White goods, or Recyclable materials pursuant to this Agreement; or (b) its activities pursuant to this Agreement which result in a release of hazardous substances into the environment. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, codified at 42 U.S.C. Section 9607(e), to protect, defend, hold harmless and indemnify City. Collector's obligation to protect, defend, hold harmless and indemnify City as stated herein above shall include, but not be limited to, paying all actual legal fees and costs incurred by legal counsel of City's choice in representing City in connection with any such claims, losses, lawsuits or actions. The obligations of Collector pursuant to this Subsection 5.1.2 are not limited by the coverage of any insurance maintained by Collector pursuant to Section 5.2. **THIS PROVISION SHALL SURVIVE THE EXPIRATION OF THE PERIOD DURING WHICH SOLID WASTE, CONSTRUCTION AND DEMOLITION DEBRIS, WHITE GOODS, AND**

RECYCLABLE MATERIALS AND YARD WASTE COLLECTION, PROCESSING AND DISPOSAL SERVICES ARE TO BE PROVIDED UNDER THIS AGREEMENT.

5.1.3 Collector agrees to protect, defend (with counsel reasonably acceptable to City), indemnify and hold harmless City, its officers, agents and employees from compliance of Chapter 403, Florida Statutes, against all fines or penalties imposed by the Florida Department of Environmental Protection in the event Collector's delays in providing information prevent City from submitting reports required by the Chapter 403, Florida Statutes and implementing regulations in a timely manner. Collector further agrees to reimburse City its "pro rata share" of all costs and expenses attributable to any administrative proceedings or litigation relating to compliance with Chapter 403, Florida Statutes and implementing regulations, including reasonable attorneys' fees. For purposes of this Section, Collector's "pro rata share" shall be determined by apportioning such costs and expenses in accordance with the percentage of fault of Collector and City, as determined by the court of administrative body, or if none, as mutually agreed to by the parties. Collector's obligation to indemnify and reimburse City pursuant to this section is limited to the extent that such fines, penalties, costs or expenses result from activities, events, or omissions occurring during which Collection Services are to be provided under this Agreement. The obligations of Collector pursuant to this Subsection 5.1.3 are not limited by the coverage of any insurance maintained by Collector pursuant to Section 5.2. **THIS PROVISION SHALL SURVIVE THE EXPIRATION OF THE PERIOD DURING WHICH SOLID WASTE, CONSTRUCTION AND DEMOLITION DEBRIS, WHITE GOODS, AND RECYCLABLE MATERIALS AND YARD WASTE COLLECTION, PROCESSING AND DISPOSAL SERVICES ARE TO BE PROVIDED UNDER THIS AGREEMENT.**

5.2 INSURANCE

5.2.1 Collector shall procure and maintain for the Term of this Agreement insurance against claims for injuries to persons, including death, or damages to property which may arise from or in connection with the performance of the work hereunder by Collector, its agents, representatives, employees or subcontractors. Collector shall not perform any work during any period when Collector is not covered by insurance as required in this Subsection. In the event Collector does any work while not covered by the insurance required by this subsection, City may immediately terminate this Agreement without providing the seven (7) day written notice required by Section 10.1.

General Liability and Errors & Omissions coverage shall be maintained for a minimum of five (5) years after contract completion. Insurance acceptable to City to allow Collector to meet its indemnification commitments under Section 5.1 and Pollution and/or Environmental Impairment Liability shall remain in effect for a period of ten (10) years after contract completion. The assertion of claims against any insurance required of Collector shall not be considered a waiver by City of any other claim or liabilities it may have against Collector.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

i. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.).

ii. Automobile Liability, including endorsements required by federal or state authorities.

iii. Workers' Compensation Insurance as required by the State of Florida and Employer's Liability Insurance.

iv. Pollution and/or Environmental Impairment Liability and/or Errors & Omissions.

B. Minimum Limits of Insurance. Collector shall maintain limits no less than:

i. General Liability: $5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

ii. Automobile Liability: $3,000,000 combined single limit per accident for bodily injury and property damage.

iii. Workers' Compensation and Employer's Liability: $1,000,000 each accident, $1,000,000 policy limit bodily injury or disease, $1,000,000 each employee bodily injury or disease.

iv. Pollution and/or Environmental Impairment Liability and/or Errors & Omissions: $3,000,000 each occurrence/$10,000,000 policy aggregate covering liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Collector shall ensure that such coverage shall, if commercially available, without involvement of City, automatically broaden in its form of coverage to include legislated changes in the definition of waste materials and/or irritants, contaminants or pollutants. The policy shall stipulate this insurance is primary and no other insurance carried by City will be called upon to contribute to a loss suffered by Collector hereunder and waive subrogation against City and other additional insureds.

C. Deductible and Self-Insured Retentions. Any deductibles, self-insured retentions or self-insurance programs must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, official, employees and volunteers; or Collector shall provide evidence satisfactory to the City Manager guaranteeing payment of losses and related investigations, claim administration and defense expenses. Notwithstanding the foregoing, City may elect not to accept any deductibles or self-insured retentions offered by Collector.

D. Other Insurance Provisions

i. The policies are to contain, or be endorsed to contain, the following provisions:

a. City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the general liability and automobile liability policies.

b. Collector's insurance coverage shall be primary insurance as respects to City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Collector's insurance and shall not contribute with it.

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by the insurer except after thirty (30) days prior written notice has been given to City.

d. Collector's insurance shall apply separately to each insured against whom claim is made or suit is brought, except for the limits of the insurer's liability.

ii. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and volunteers for losses arising from work performed by Collector for City.

iii. All Coverages. Each insurance policy required by this clause shall be occurrence-based or an alternate form as approved by the City Manager and endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted. If Pollution and/or Environmental Impairment and/or Errors & Omissions coverages are not available from an "Admitted" insurer, the coverage may be written with City's permission, by a non-admitted insurance company. A non-admitted company should have an A.M. Best's rating of A:X or higher.

F. Verification of Coverage. Collector shall furnish City with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City Manager before work commences.

G. Subcontractors. Collector shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Other Provisions. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, agents, employs and volunteers.

5.3 FAITHFUL PERFORMANCE BOND

Within five (5) days of the date of this Agreement, Collector shall file with City a bond, payable to City, securing Collector's faithful performance of each and every one of its obligations under this Agreement. The principal sum of the bond shall be $500,000. The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of Florida, with a financial condition and record of service satisfactory to the City Manager. Alternatively, Collector may deposit in a form acceptable to City an irrevocable letter of credit or open a certificate of deposit in the name of City to be held to secure Collector's faithful performance. The performance bond shall be maintained in force for the duration of this Agreement. Collector shall pay the premium for the bond.

5.4 FIDELITY BOND

Within five (5) days of the date of this Agreement, Collector shall file with City a bond, payable to City, securing Collector's fidelity and protecting City from loss of Franchise Fee revenues resulting from theft, embezzlement, fraud, or dishonesty covering all employees of Collector. The principal sum of the bond shall be $500,000. The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of Florida, with a financial condition and record of service satisfactory to the City Manager. Alternatively, Collector may deposit an irrevocable letter of credit in a form acceptable to City or open a certificate of deposit in the name of City to be held to secure this fidelity. The fidelity bond shall be maintained in force for the duration of this Agreement. Collector shall pay the premium for the bond.

ARTICLE 6

COMPENSATION AND RATES

6.1 MAXIMUM RATES

The Maximum Rates contained in the Schedule of Approved Base Rates, as may be adjusted from time to time in accordance with this Agreement, provide the compensation to Collector for services pursuant to this Agreement. Actual rates are set by the Collector within the maximums allowed and are monitored for compliance by City in accordance with the Schedule of Approved Base Rates, as may be adjusted from time to time in accordance with the Agreement.

6.2 ANNUAL ADJUSTMENT OF RATES

6.2.1 Annual Adjustment. Subject to the terms herein, Collector may make one adjustment annually to the Maximum Rates contained in the Schedule of Approved Base Rates effective July 1 of each year of this Agreement, commencing July 1, 2012, where such adjustment would result in no more than a four (4) percent rate increase for any given service level. In the event Collector proposes any annual adjustments what would result in a greater than four (4) percent Maximum Rate increase for any given service level, Collector shall petition City for an adjustment in Maximum Rates. Said petition shall be made only to the extent that Collector can demonstrate to the satisfaction of the City Manager that Collector's actual CPI-influenced costs increased more than four (4) percent during the previous twelve months. At the discretion of the City Manager, petitioned annual adjustments of greater than four (4) percent may be subject to appeal to, approval, partial approval, or rejection by the City Council.

6.2.2 First Adjustment of Maximum Rates. Collector may make the first adjustment of Rates set forth in the Schedule of Approved Base Rates effective on July 1, 2012. The adjustment shall be calculated based on 100% of the percent change in the CPI for the March 2011 to March 2012 period.

6.2.3 Subsequent Annual Adjustment of Maximum Rates. After the first adjustment of Maximum Rates pursuant to Section 6.2.2, each subsequent annual adjustment of Maximum Rates shall be based on the percent change in the CPI for the immediately preceding March to March period and effective each subsequent July 1. Collector shall submit such annual adjustments to the Schedule of Approved Maximum Rates to the City Manager at least forty-five (45) days in advance of the July 1 annual adjustment of Maximum Rates.

6.2.4 Change in the CPI Index. If the CPI is discontinued or revised during the Term by the United Sates Department of Labor, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised.

6.3 COMMERCIAL RECYCLING RATES

Collector may charge a fee for commercial/industrial premises recycling service up to fifty (50) percent of the Rate for commercial/industrial premises Solid Waste Collection Service of a comparable volume. Collector may not charge a fee for any other recycling services.

6.4 SPECIAL RATE REVIEW

Requests for "Special Rate Review" may be made at Collector's discretion, provided that Collector shall seek no more than a single annual adjustment to become effective at the time of the CPI adjustment described in Section 6.2.

A. Eligible Items. Collector is entitled to apply to City for consideration of a Special Rate Review, or City may initiate such a review should one or more of the following occur, and for no other reason whatsoever:

1. Any Change in Law that was not reasonably known to Collector before the Effective Date, that Collector substantiates would result in a direct increase in Collector's cost of providing Collection Services to City.

2. Changes to operations or modifications of services, or new services, are mandated by City.

3. Changes in the Franchise Fee established pursuant to Section 7.2.

4. Flood, hurricane, other Acts of God, war, civil insurrection, riots, or other similar catastrophic events beyond the control of Collector.

5. Collector's excess Container costs pursuant to Section 3.4.1(e).

6. Unforeseen fuel increases above and beyond the normally anticipated increases which periodically occur.

B. Ineligible Items. Collector will not be compensated over the term for any other costs except those indicated in Section 6.4.A.

C. Review of Costs. Should Collector request a Special Rate Review, City shall have the right to review any or all costs associated with Collector's services under this Agreement. A Special Rate Review may, at the City Manager's sole discretion, occur in conjunction with a performance review pursuant to Section 9.11. The provisions of this paragraph "C" shall not apply if the sole item to be considered in the Special Rate Review is "Collector's Excess Container Costs", pursuant to paragraph (e) of Section 3.4.1.

D. Submittal of Request. Collector must submit its request for a Special Rate Review and complete cost and operational data in a form and manner specified by City at least forty-five (45) days prior to the proposed effective date of any rate adjustment.

E. Burden of Justification. Collector shall bear the burden of justifying to City by substantial evidence any entitlement to a rate increase under this Section. If the City Manager determines that Collector has not met its burden, Collector may, before seeking legal action pursuant to Section 6.5, request a hearing before the City Council to produce additional evidence. At its sole discretion, the City Council may permit or deny the additional hearing and, if permitted, approve, partially approve, or deny the requested Special Rate Review.

F. Grant of Request. Based on evidence Collector submits, and in his or her sole discretion, the City Manager may grant some, all or none of the requested increase. At the discretion of the City Manager, any denial, approval or partial approval of a Special Rate Review may be made subject to confirmation, modification, or denial by the City Council.

6.5 RESOLUTION OF DISPUTES REGARDING SPECIAL RATE REVIEWS

This Section pertains only to Special Rate Reviews requested by Collector under the provisions of Section 6.4. If City rejects a Special Rate adjustment requested by Collector, grants a rate increase less than what was requested by Collector, or fails to act in a timely manner upon all or any part of Collector's Special Rate adjustment application, then Collector's sole remedy against City is to file a petition for writ of mandate. Collector expressly agrees that it does not and would not have a cause for action for damages against City based upon City's failure to perform the Special Rate Review referenced herein or arising out of the results of such Special Rate Review actually performed.

6.6 RATES FOR MODIFIED OR ADDITIONAL SERVICES

In the event either party requests a modification of a Collection Service or other service provided pursuant to this Agreement, or additional services not currently included within this Agreement, Collector shall furnish City with complete, projected operational and cost data for the modified or additional service and other information it may reasonably need to ascertain the appropriate Rate for the modified or new service. City reserves the right to employ qualified independent consulting services to review data submitted by Collector. For Collector-initiated proposals for service modifications or additional services, Collector shall pay City consultant fees and costs relating to the review. The City Manager shall consider operational and cost data for approval, and if approved, City shall establish a Rate for the additional service. At City sole's discretion, a performance review pursuant to Section 9.11, may occur coincident with review of Rate(s) for a modified or new service. The implementation of any modified or additional service shall be contingent upon City Manager's approval and establishment of a Rate. If a mutually acceptable Rate for a new service requested by City cannot be negotiated between City and Collector within a reasonable time frame, City reserves the right to solicit other bids and obtain other service provider(s) for additional service. Nothing in this Article 6 requires City to request additional services from Collector.

6.7 NOTICE OF RATE INCREASES

Collector shall provide all Subscribers for whom Collector performs billing services with advance written notice or Rate increases, in the form of a bill insert at least thirty (30) days

prior to the effective date of such increases.

6.8 DELINQUENT ACCOUNTS

6.8.1 Collector shall make diligent, good faith efforts to collect delinquent payments from Collector-billed Subscribers. Collector shall reconcile payments made by Subscribers to amounts billed to such Subscribers. City is not in any way responsible to assist Collector in collecting delinquent accounts, or in any way responsible to compensate Collector for revenues lost due to delinquent accounts.

6.8.2 For commercial/industrial premises Subscribers, Collector shall send a first delinquency notice the day immediately following the due date of the billing cycle for which the Subscriber is delinquent. If delinquent commercial/industrial premises Subscriber has not paid in full by the due date shown on the first delinquency notice, Collector may suspend service to the delinquent commercial/industrial premises account, but only if, one week prior to suspending service to the delinquent commercial/industrial premises account, Collector sends a final delinquency notice to the delinquent commercial/industrial Subscriber clearly indicating that service will be suspended in seven (7) calendar days from the final delinquency notice date. Each of the two delinquency notices may include a late payment fee not to exceed 10% of the delinquent charges. If service is suspended, Collector may pick up its container(s) from the location of the commercial/industrial suspended Subscriber, and provide same day notice to the City Code Enforcement Office by both telephone and e-mail.

6.8.3 Collector shall provide a brief summary of the number and duration of suspended accounts by Subscriber class with each Monthly Remittance submitted to City pursuant to Section 7.3.

ARTICLE 7

BILLING, COLLECTION AND REMITTANCE; COLLECTOR FEE

7.1 BILLING

7.1.1 Collector shall bill commercial/industrial premises, and City shall bill residential premises, on a monthly basis for services provided under this Agreement. Collector shall pay City eighty-five cents per residential premises bill produced by City, and remit this City billing charge to the City each month together with the franchise fee and any unpaid liquidated damages in accordance with Section 7.4. Collector may bill for commercial/industrial premises Collection Services in advance of the billing period for which services will be rendered. Collector shall not charge any amount in excess of the approved Maximum Rates for any services required or permitted to be performed by the terms of this Agreement. The approved Rates are those set forth in the Schedule of Approved Base Rates, as such schedule may, during the term, be revised pursuant to the procedures set forth in Article 6.

7.1.2 With regard to billing, Collector:

(a) May levy: Special Charges, including for prescheduled on or within property, White good or Bulky waste collection pursuant to Section 3.6.2, extra Container service pursuant to Section 3.4.1(g), and for-fee wheel-out service pursuant to Section 3.5.2, residential call back charges for missed residential Collection where missed Collection is the result of the Subscriber's setout of the cart after Collection time, at no more than the Maximum Rates provided in the Schedule of Approved Rates. Special Charges shall not be levied without prior notification to the Subscriber.

(b) May not bill for: The free wheel-out service for eligible Subscribers specified in Section 3.5.1; the Collection Services for City Facilities specified in Sections 3.8; the Construction and Demolition Waste Disposal Services described in Section 3.9.3; the public education services specified in Section 3.14; or any other service which is described in this Agreement as being for no extra compensation to Collector.

7.2 FRANCHISE FEE

7.2.1 In consideration of the rights granted Collector in this Agreement, Collector shall pay to City a Franchise Fee of ten percent (10%) of the total amount of gross revenues received by Collector for providing Collection Services pursuant to this Agreement to residential and commercial/industrial premises, including any recycling fees charged commercial/industrial premises in accordance with Section 6.3, and to any construction sites for construction and demolition debris collection.

7.2.2 Nothing herein shall excuse Collector from paying City business license fees and other permits required to be paid pursuant to City, State or Federal Law. Franchise Fees shall be computed and paid each calendar month. Collector shall remit the Franchise Fee as part of the Monthly Remittance specified in Section 7.4.

7.2.3 Collector is not allowed to add the cost of the Franchise Fee to Subscribers' bills. Such fee must be paid from the base rates collected for services provided.

7.3 RECYCLING REBATES

Collector shall remit to City each month Recycling Revenues from the collection, processing, and sale of Recyclables net of negotiated Collector costs and expenses established by the formula set forth in this Section 7.3. The net rebate to the City shall be determined as follows:

The gross per Ton blended value of Recyclables is established by multiplying the delivered value of either the end user market value of the material or the Official Board Market (OBM) Southeast High Side index value times the Designated Recycling Facility percentage of each material in the Recyclables material stream.

For the costs of transport of Recyclables from West Melbourne to the Designated Recycling Facility: Collector shall first deduct forty dollars ($40.00) per Ton from the gross per Ton blended value, then multiply the result by eighty percent (80%).

For the costs of processing and selling the Recyclables: Collector shall deduct thirty-five dollars ($35.00) per Ton.

An example of the calculation of a monthly net remittance per Ton to the City is as follows:

% of Stream	Material Recovered	Price	Contribution	Price Measure
7.9%	#11 OCC cardboard	$140.00	$11.06	OBM SE high side
45.0%	#8 ONP newsprint	$150.00	$67.50	OBM SE high side
1.3%	mixed paper	$125.00	$ 1.63	OBM SE high side
22.0%	mixed glass	($10.00)	($2.20)	end user
10.5%	mixed plastic containers	$390.00	$40.95	end user
2.2%	steel cans	$290.00	$ 6.38	end user
1.1%	aluminum	$1,589.00	$17.48	end user
10.0%	Residue	($37.10)	($3.71)	actual cost
	Total Gross Blended Value/Ton		$139.09	

Gross Blended Value of $139.09 less $40.00 equals $99.09 times 80% equals $79.27 less $35.00 equals $44.27 per Ton rebate to City.

In no event shall Collector bill City if the value of the gross per Ton blended value were to drop below the above-negotiated costs of transport, processing and selling Recyclables.

7.4 COLLECTOR BILLING STATEMENT AND REMITTANCE

Collector shall prepare and provide to City a monthly statement and a Monthly Remittance by the 15th day following each month of Collection Service. The monthly statement, which

shall be in the form determined by the City Manager, shall set forth the basis and calculations used for computing the amount due, in the following format:

Total billings, whether billed by Collector or billed on behalf of Collector by City, including late charges, for the current billing period (including number of accounts in each Rate class, and total number for each type of special charge)

+ Gross revenue collected during the previous service period, whether billed by Collector or by City on behalf of Collector, including revenue from the collection of non-exclusive construction and demolition waste debris

x Ten percent (10%) = Franchise Fee

Collector then calculates Monthly Remittance due to City as follows:

Franchise Fee Payment

+ Unpaid liquidated damages assessed by City against Collector

+ Unpaid billing charges for City billing of residential premises accounts at 85 cents/bill

+ Recycling rebates in accordance with the formula set forth in Section 7.3

= Monthly Remittance to City

7.5 DISPUTE REGARDING REMITTANCES

7.5.1 No acceptance of any payment by City shall be construed as an accord that the amount is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim City may have against Collector for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recomputation by City. If, after audit, such recomputation indicates a Franchise Fee underpayment, Collector shall pay to City the amount of the underpayment within ten days of receipt of written notice from City that such is the case. In addition, Collector shall pay interest on any underpayment at the highest rate allowed by law. Such interest shall commence accruing on the date the underpayment would have originally been due. If, after audit, such recomputation indicates a Franchise Fee underpayment of more than two and one half percent (2.5%), Collector shall reimburse City for all reasonable costs and expenses incurred in connection with the audit and recomputation, within ten days of receipt of written notice from City that such is the case. If, after audit, such recomputation indicates a Franchise Fee overpayment, City shall notify Collector in writing of the amount of the overpayment, less costs and expenses incurred in connection with the audit and recomputation. Collection may offset the payment or payments (as appropriate) next due following receipt of such notice by the amount specified therein. In case of dispute between City and Collector regarding any amounts due, Collector shall pay the amount claimed by City as due and notify City in writing at the time of payment as to any portion that is paid

under protest, specifying the basis of its claim of overpayment. The parties will then work together in good faith to attempt to settle disputes to their mutual satisfaction.

7.5.2 If either party disputes any amount remitted pursuant to this Article, the disputing party shall provide the other party with a written objection within 15 days of receipt of the remittance, indicating the reasons for the disputing party's objection to or disagreement with such amount. If the parties are not able to resolve such dispute within 30 days after the disputing party's objection, either party may pursue legal action pursuant to Section 10.5. Nothing contained in this Section shall limit City or any authorized officer of City or any other governmental agency from raising a further objection to any amount billed by Collector as a result of an audit conducted pursuant to Section 8.4.

ARTICLE 8

FINANCIAL RECORD KEEPING AND REPORTING REQUIREMENTS

8.1 ACCOUNTING AND RECORDS

Collector shall maintain in its offices full, complete and separate financial, statistical and accounting records, pertaining to cash, billing disposal, and processing transactions for City, prepared on a cash basis, and otherwise in accordance with generally accepted accounting principles. Such records shall be subject to audit and inspection by the City or its agent. Gross revenues derived from the provision of Collection Services, whether such services are performed by Collector or by a subcontractor or subcontractors shall be recorded as revenues in the accounts of Collector. Collector shall maintain and preserve all cash, billing, disposal and processing records for a period of not less than three (3) years following the close of each of Collector's fiscal years.

8.2 RIGHT TO INSPECT RECORDS

City and its authorized officers, agents or employees, shall at any reasonable time have the right to review and inspect Collector's records and enter Collector's premises for the purpose of such review. City shall have the right to inspect or review compliance with service classifications, income tax returns, payroll tax reports, route maps, Subscriber lists, specific documents or records required pursuant to this Agreement, or any other similar records or reports of Collector that the City Manager shall deem, in his or her sole discretion, necessary to evaluate financial data or reports.

8.3 ANNUAL REPORTS

Collector shall submit reviewed annual financial statements, prepared on an accrual basis by an independent accountant acceptable to City, consisting of a balance sheet, income and expense statement, statement of cash flow, and related consolidated statement of operations, and reports of operation prescribed by City for Collection Services. All such statements and reports shall be submitted no later than six (6) months following the end of Collector's fiscal year. Statements shall clearly show financial information for Collection Services provided under this Agreement separate from any and all other Collector operations. Statements shall provide information in a manner that is necessary and sufficient for reconciling any financial determinations related to this Agreement, including but not limited to Subscriber revenues, Gross Rate Revenues, Franchise Fee, liquidated damages and Monthly Remittance amounts. Upon request, City shall have the right to review and approve Collector's proposed annual report format.

8.4 ANNUAL AUDIT OF BILLINGS

If warranted by City's review of the reviewed financial reports prepared by Collector, City may, in its sole discretion, retain an independent certified public accountant to conduct an independent audit of billings of Subscriber accounts. The independent audit shall be conducted to determine and verify that each Subscriber is receiving the level of service for

which they are billed by examining a statistically significant sample of Subscribers. Collector shall cooperate fully with City and its agents in the performance of the independent audit, including providing full and timely access to all required records, data and other information. Collector shall bear the reasonable cost of such an independent audit.

ARTICLE 9

OTHER RECORD KEEPING AND REPORTING REQUIREMENTS

9.1 RECORD KEEPING

9.1.1 Collector shall maintain in its office records of the quantities of (i) Solid waste collected and disposed under the terms of this Agreement, (ii) Recyclables, by type, collected, purchased, processed, sold, donated or given for no compensation, and Residue disposed, and (iii) Yard waste collected, received, purchased, processed, sold, donated or given for no compensation, and Residue disposed. The records shall be subject to the inspection provisions provided in Section 9.9.

9.1.2 Collector shall maintain an auditable journal recording each instance that Solid waste, Yard Waste or Recyclables are not collected in compliance with the terms of this Agreement or applicable ordinance or regulation. The journal shall include the reason for non-collection, including but not limited to instances of Hazardous Waste found in the Solid waste, Yard Waste or Recyclables.

9.1.3 Collector's refusal or failure to file (after written notice requesting Collector to do so) any of the reports required, or to provide required information to City, or the inclusion of any false or misleading statement or representation by Collector in such report, shall be deemed a material breach of this Agreement, and shall subject Collector to all remedies, legal or equitable, which are available to City under this Agreement or otherwise.

9.1.4 All reports and records required under this or any other Article shall be furnished at the sole expense of Collector.

9.2 ROUTE AUDITS

In order to verify reports of the amounts of Solid waste, Yard waste and Recyclables collected and disposed of by Collector from each designated route, City shall be entitled to conduct an audit of any designated route upon demand. City will make the audit demand by telephone 48 hours prior to the regularly scheduled collection day of the designated route. Telephone notice shall be followed by written notice and facsimile transmission (Fax) to Collector. The audit demand shall entitle City to conduct a physical route audit of any or all designated routes for the purposes of verifying Subscribers served, Subscriber amounts collected, any and other information as may be deemed necessary and beneficial to City so long as the audit activity does not interfere with Collector's personnel who are servicing the route being audited. The standard route audit will include, but is not limited to: (1) certification that the collection vehicle is empty when beginning the route; (2) verification of the addresses which are served by the designated Collection vehicle; (3) verification of the Designated Disposal Site or other facility to which the Solid waste, Yard waste or Recyclables are taken; and (4) the quantity of Solid waste, Yard waste and Recyclables in Tons collected from the designated route.

9.3 MONTHLY DOCUMENTS

Collector shall compile and keep the following documents by month, and shall deliver the documents to the City Manager, if required, within ten (10) days of any request by the City Manager:

(a) copies of Designated Disposal Site weight tickets/invoices which indicate the net amount of all Solid waste disposed during the reporting month, any fees paid, and where the waste was disposed of, by route;

(b) copies of Designated Recycling Facility weight tickets/invoices which indicate the net amount of all Recyclables delivered during the reporting month, any fees paid, and where the Recyclables were delivered, by route; and

(c) copies of Designated Yard Waste Facility weight tickets/invoices which indicate the net amount of all Yard Waste delivered during the reporting month, any fees paid, and where the Yard Waste was delivered, by route.

9.4 QUARTERLY REPORTING

9.4.1 Collector shall compile and keep the following information for each month during the quarter and shall deliver a written report thereon, signed by an officer of Collector, to the City Manager on a quarterly basis. Quarterly reports shall be submitted no later than the 28th of the month immediately following the end of the quarter, with the first quarterly report due on or before November 28, 2011. Quarterly reports shall be submitted in hard copy and shall also be provided electronically in a format and using software acceptable to City.

(a) Solid Waste Data. The average number of daily set-outs, Tons collected and delivered to the Designated Disposal Site, number of service accounts and number of containers distributed by size and Subscriber for each separate Subscriber class and for each free facility service.

(b) Recycling Data. The daily average of gross Tons collected by material type and by route for residential premises, commercial/industrial premises, and for facilities receiving free service; the average number of daily set-outs by route; the total set-outs and Tonnages, by material type and by route for the quarter; the average participation rates over the quarter relative to the total number of Subscribers in terms of weekly set-out counts; quarterly totals of Recyclables delivered to the Designated Processing Facility; and number of Recyclables containers distributed by size and Subscriber type.

(c) Yard Waste Data. The average daily gross Tons collected by route; the average daily number of set-outs by route; and the average participation rates over the quarter relative to the total number of Subscribers in terms of weekly set-out counts.

(d) Complaint Log. A copy of the Complaint Log maintained pursuant to Section 3.16 of this Agreement, including a summary of the type and number of complaints.

(e) Problems and Actions Taken. Narrative summary of problems encountered with collection, disposal, and processing activities and actions taken; report shall indicate the type and number of notification tags left at Subscriber accounts, instances of property damage or injury, poaching or scavenging, significant changes in operation, market factors, publicity conducted, or needs for publicity; description of processed material loads rejected for sale, reason for rejection and disposition of load after rejection.

(f) Disposal Summaries. Summaries of the net amount of all Solid waste disposed during the reporting period, any fees paid, and where the waste was disposed of, by residential and commercial service sectors. City may review all supporting documentation (which Collector shall retain) for Collector's summaries on Collector's business premises after giving 48 hours written notice of such a request.

9.5 ANNUAL REPORTING

Annual reports shall be submitted no later than March 1st for the previous calendar year. Annual reports shall be submitted in hard copy and shall also be provided electronically in a format and using software acceptable to City. The annual report shall summarize the numerical information contained in the quarterly reports. In addition, the annual reports shall include:

(a) A summary of the prior year's monthly Franchise Fee payments.

(b) Account data including the number of accounts, account names and addresses of Collection locations per each service category.

(c) An updated complete inventory of Collection and major processing equipment including stationary, rolling stock and collection containers by type and size.

(d) Public education and information activities undertaken during the year, including distribution of bill inserts, collection notification tags, and community information and events, tours and other activities related to the provision of Collection Services. The report shall discuss the impact of these activities on Recycling and Yard waste participation and amounts collected.

(e) An analysis of residential and commercial Recycling collection processing and marketing issues or conditions (such as participation, set-outs, contamination, etc.) and possible solutions.

(f) As necessary, recommendations for program modifications or new programs including cost estimates to meet Recycling goals for Recyclable materials specified in Section 403.706, Florida Statutes.

(g) A list of Collector's officers and members of its board of directors.

9.6 ADVERSE INFORMATION

9.6.1 Collector shall provide City two (2) copies of all reports or other material adversely affecting this Agreement, submitted by Collector to the United States Environmental Protection Agency (EPA), the Florida Department of Environmental Protection, or any other federal, State or local agency. Copies shall be submitted to City simultaneously with Collector's filing of such matter with those agencies. Collector's routine correspondence to those agencies need not be automatically submitted to City, but shall be made available to City upon written request.

9.6.2 Collector shall submit to City copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Collector to, as well as copies of all decisions, correspondence and actions by, any federal, State and local courts, regulatory agencies and other government bodies relating specifically to Collector's performance of services pursuant to this Agreement.

9.7 ADDITIONAL REPORTING

Collector shall furnish City with any additional reports as may reasonably be required that sets forth all information required by City. These reports shall be prepared and submitted in the form specified by City. Collector shall bear the cost of such additional reporting.

9.8 OTHER RELATED REQUIREMENTS

9.8.1 Waste Characterization Studies. Collector shall cooperate with and assist City in the performance, if and as needed, of periodic waste characterization studies.

9.8.2 Collection Monitoring. Collector shall monitor its Collection of Recyclables and Yard waste to identify occurrences of, and to prevent, contamination of Recyclables and Yard waste. Collector shall allow a person designated by the City Manager to ride with Collector's Collection vehicles on any route or routes. The City Manager will inform Collector at least one week in advance prior to date of route monitoring.

9.9 INSPECTION BY CITY

The City Manager shall have the right to observe and review Collector's operations and equipment, and to enter Collector's premises for the purpose of such observations and review at any time without prior notification.

9.10 PERIODIC REVIEW

City will periodically review the performance of Collector based on Subscriber complaints, timely payment of sums due, statistical reporting, program progress, etc. This review will be conveyed to the City Council, and Collector may review the report and submit its own statement.

9.11 PERFORMANCE REVIEW

City, at its sole discretion, may require during the Term, a Performance Review subject to the terms and conditions of this Section 9.11.

9.11.1 The Performance Review shall be performed by a qualified firm under contract to City. The qualified firm shall be selected by the City Manager with input from Collector. Notwithstanding, the City shall have the sole discretion in selecting the qualified firm to conduct the performance review.

9.11.2 The costs of the Performance Review shall be equally shared by Collector and City. However, if the Performance Review finds a material breach or default in Collector's performance, Collector shall in a timely manner reimburse City the total cost of the Performance Review.

9.11.3 The performance review shall address all appropriate areas that may include, but are not limited to, the following areas, and shall provide specific recommendations, as appropriate, for improvement in each area:

a. Compliance with the terms of this Agreement and Applicable Law.

b. Overall organizational structure and management systems and procedures.

c. Efficiency of collection operations, including an analysis of routes, schedules and the impact to Agreement requirements.

d. Staffing practices, including the deployment of management and supervisory personnel.

e. Financial management practices, including Collector's billing and collection system and its policies with regard to uncollected Subscriber accounts.

f. Employee job and safety training, and management of Hazardous Waste.

g. Procedures for receiving and resolving Subscriber complaints and concerns.

h. Procedures for the acquisition, maintenance, safety check, and replacement of equipment.

i. Utilization and management of facilities, equipment and personnel.

j. Comparison with practices of businesses deemed similar to Collector.

9.11.4 Collector shall cooperate fully with the Performance Review, and provide within thirty (30) days of request, all operational, financial and other information deemed reasonable or convenient by City or the firm for purposes of conducting the Performance Review.

Collector's failure to cooperate or provide all requested information shall be considered an event of Default.

9.11.5 In conjunction with any Performance Review, City reserves the right to require changes to Collector's operations, which City determines to be necessary or appropriate by reason of the findings or results of the Performance Review to carry out the intent of the terms and conditions of this Agreement. City may not, pursuant to this Section 9.11.5, require that lower Rates for Collection Services be charged.

ARTICLE 10

BREACH AND TERMINATION

10.1 DEFAULT; NOTICE

10.1.1 All terms and specifications of this Agreement are material and binding, and failure to perform any portion of the work described herein shall be considered a breach of this Agreement. Subject to the extensions of time set forth in Section 10.7, and to the notice provisions of Section 10.1.2, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence during the cure period.

10.1.2 Neither party may exercise any rights or remedies upon a default by the other party, unless and until such default continues for a period of seven (7) days after written notice thereof from the non-defaulting party. Provided, however, that if the nature of the default is such that more than seven (7) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if it has commenced a cure within the seven (7) day period and thereafter diligently prosecutes such cure to completion within thirty (30) days after receipt of written notice thereof. No additional time to cure shall be allowed for failure to pay any amount due to City under this Agreement, or if the nature of the default is such that the health, welfare, or safety of the public is endangered as determined by the City Manager. The notice of default shall specify the default complained of by the injured party. In the event of any conflict between the cure periods set forth in this Section 10.1.2 and any shorter cure periods set forth in a specific Section of this Agreement, the cure periods set forth in the specific Section shall control.

10.1.3 Delay in giving a notice of default shall not constitute a waiver of any default nor shall it change the time of default. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, nor deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

10.2 NOTICE; RESPONSE; RESOLUTION; APPEAL

10.2.1 Notice; Response. If the City Manager determines that Collector's performance pursuant to this Agreement may not be in conformity with the provisions of this Agreement, Chapter 403, Florida Statutes or any other Applicable Law, including but not limited to, the laws governing transfer, storage or disposal of Solid waste or Hazardous Waste, the City Manager may advise Collector in writing of such suspected deficiencies, specifying the deficiency in reasonable detail (the "Notice of Deficiencies"). The City Manager, in any Notice of Deficiencies, shall set a reasonable time within which Collector is to correct the deficiencies and respond. Unless the circumstances necessitate correction and response within a shorter period of time, Collector shall correct the deficiencies to the satisfaction of the City Manager

and response to the Notice of Deficiencies within seven (7) days from the effective date of the Notice (as determined pursuant to Section 2.2). Collector may request additional time to correct deficiencies; City shall not unreasonably deny any such request. The parties understand and agree that the Notice of Deficiencies described in this Section 10.2.1 constitutes the "notice of default" required of City by Section 10.1.2.

10.2.2 Review by City Manager; Notice of Appeal. The City Manager shall review any written response from Collector and decide the matter or refer the matter to the City Council for consideration pursuant to this Section. If the City Manager's decision is adverse to Collector, the City Manager may order remedial actions to cure any deficiencies, or invoke any other remedy in accordance with this Agreement, and in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, terminate this Agreement. The City Manager shall promptly inform Collector of the City Manager's decision. In the event the decision is adverse to Collector, the City Manager shall inform Collector, in writing, of the specific facts found and evidence relied on, and legal basis in provisions of this Agreement or other laws for the City Manager's decision and any remedial action taken or ordered. An adverse decision by the City Manager shall be final and binding on Collector unless Collector files a "Notice of Appeal" to the City Council with the City Clerk (with copies to the City Manager and City Attorney) within seven (7) days of receipt of the notification of the adverse decision by the City Manager.

In any "Notice of Appeal" to the City Council, Collector shall state all of its factual and legal contentions, citing provisions of this Agreement or other laws to support its contentions. Within twenty-one (21) days of the effective date of the Notice of Appeal, Collector shall deliver to the City Clerk three (3) copies of all relevant affidavits, documents, photographs and videotapes that Collector may choose to submit.

10.2.3 City Council Hearing. If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by Collector, the City Council will set the matter for a hearing and act on the matter. The City Clerk shall give Collector at least thirty (30) days written notice of the time and place of the hearing. At the hearing, the City Council shall consider the following information:

(a) A staff report by the City Manager, summarizing the proceedings to date and outlining the City Council's options;

(b) The City Manager's written Notice of Deficiencies;

(c) Collector's response to the Notice of Deficiencies;

(d) The City Manager's written notification to Collector of adverse decision; and

(e) Collector's Notice of Appeal to the City Council.

No new legal issues may be raised, or new evidence submitted by Collector at this or at any further point in the proceedings, absent a showing of good cause. If new issues or evidence is to be considered, a reasonable continuance shall be allowed so the other party may respond.

The City Manager, Collector's representatives and other interested persons shall be provided a reasonable opportunity to be heard at this or at any continued hearing.

10.2.4 City Council Determination. Based on the administrative record (written materials and minutes of oral proceedings), the City Council shall determine by resolution whether the decision or order of the City Manager should be upheld. If, based upon the administrative record, the City Council determines that the performance of Collector is in breach of any Agreement Term or any provision of any applicable federal, State or local statute or regulation, the City Council, in the exercise of its discretion, may order Collector to take remedial actions to cure the breach or impose any other remedy in accordance with this Agreement, including but not limited to termination. The decision or order of the City Council shall be final and binding.

10.2.5 Continued Performance by Collector. Collector's performance under this Agreement is not excused during the period of time prior to a final determination as to whether or not Collector's performance is in material breach of this Agreement, or the time set by City for Collector to discontinue a portion or all of its services pursuant to this Agreement.

10.3 TERMINATION FOR CAUSE

10.3.1 City reserves the right to terminate this Agreement in the event that Collector fails to cure any default within the applicable cure periods. City shall further have the right to terminate this Agreement upon the occurrence of one or more of the following:

(a) if Collector violates any material provision of any Applicable Law;

(b) if Collector fails to maintain the insurance required by Section 5.2, or fails to pay to City any monies due City pursuant to this Agreement, and fails to remedy such default within five (5) days after written notice thereof from City;

(c) if, after City has reviewed the results of a particular performance review conducted pursuant to Section 9.11 of this Agreement, including problem areas, frequency of occurrence, recommended improvements and compliance therewith, and has considered any evidence presented by Collector in connection therewith, City determines to its satisfaction that any material default has occurred, then this Agreement may be terminated by City at its option pursuant to this Article 10.

(d) there is a seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession on, the operating equipment of Collector, including without limit its vehicles, maintenance or office facilities, or any part thereof of such proportion as to impair Collector's ability to perform under this Agreement and which cannot be released, bonded or otherwise lifted within forty-eight (48) hours excluding weekends and Holidays;

(e) Collector fails to provide reasonable assurances of performance as required under Section 10.8;

(f) Collector fails to notify City in a timely manner of any receipt of notice of violation or official communication from those regulatory agencies regulating Solid waste, Recyclables, and Yard waste collection, transportation, or processing or disposal activities;

(g) if Collector violates any orders or filings of any regulatory body having jurisdiction over Collector relative to this Agreement, provided that Collector may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final decision adverse to Collector is entered;

(h) if Collector ceases to provide Collection service as required under this Agreement over all or a substantial portion of the area within the City, for a period of seven days or more, for any reason within the control of Collector, including labor disputes;

(i) if Collector fails to make any payment required under this Agreement and/or refuses to provide City with required information, reports, and/or records in a timely manner as provided for in this Agreement.

10.3.2 Notwithstanding Section 10.1, City reserves the right to terminate this Agreement, without the need to provide Collector an opportunity to cure, in the event of any of the following:

(a) if Collector practices, or attempts to practice, any fraud or deceit upon City, or practiced any fraud or deceit or made any misrepresentations in the negotiations which precede the execution of this Agreement;

(b) if Collector fails to submit, or resubmit after initial rejection, any of the implementation plans required by Sections 4.2, 4.3, 4.4, or 4.5, in a form and content acceptable to the City Manager, on or before twenty days subsequent to the Effective Date.

(c) if Collector has received three (3) or more written notices of default issued pursuant to Section 10.1 or paragraph (b) of Section 10.3.1 above in any twelve (12) month period, irrespective of whether or not the act or omission set forth in the notice was corrected or remedied within the time set forth in the notice, but excluding written notices of default where, after investigation, the City Manager or City Council has determined that no default occurred.

10.4 LIQUIDATED DAMAGES

10.4.1 All time limits and acts required to be done by this Agreement are essential elements of this Agreement. Should Collector fail to perform or complete the work required to be done at the time set forth in this Agreement, it is mutually understood and agreed that the public will necessarily suffer damages and that such damages, from the nature of the default in performance will be extremely difficult and impractical to fix. City finds, and Collector agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by City as a result of a material breach by Collector of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the

fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration and deprivation of the benefits of this Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

10.4.2 In the event that Collector fails to perform Collection Services hereunder such that there is a complete or near complete cessation in Collection Services, the City Council may, in its discretion, assess liquidated damages not to exceed the sum of Five Thousand Dollars per day for each calendar day that service is not provided by Collector in accordance with this Agreement. The liquidated damages schedule set forth in Section 10.4.3 shall not apply in the event of such a complete or near complete cessation of services.

10.4.3 The City Manager or City Council (as indicated below) may impose the following liquidated damages upon Collector, in addition to any other available remedies City may have. Any damages collection shall be paid to the City and not to a private party subscriber. Only the City Council, however, may impose liquidated damages for Items (d), (e), (g), (k), and (l).

	Occurrence	Payment per Occurrence
a.	For each failure to commence service to a Subscriber account within seven (7) days after order:	$25.00
b.	For each failure to collect Solid waste which has been properly delivered for collection, from an established Subscriber account on the scheduled collection day:	$25.00
c.	For each occurrence of excessive noise (as determined by collection performed outside the authorized hours of operation):	$25.00
d.	For each occurrence of discourteous behavior:	$25.00
e.	For each failure to immediately clean up material spilled by collector from Solid waste or Recycling cart containers:	$50.00
f.	For each occurrence of collecting Solid waste, Recyclables or Yard Waste during unauthorized hours:	$50.00

g.	For each failure to respond to a Subscriber complaint within the relevant time period:	$25.00
h.	For each failure to have Collection workers dressed in suitable and acceptable uniform clothing and badge or other method of identification (per employee per day):	$25.00
i.	For each failure to remedy a complaint which is found to be justified by the City Manager within two (2) business days after notification by the City Manager (each day):	$100.00
j.	For each failure to maintain any Collection vehicle in accordance with the specifications in this Agreement after twenty-four (24) hours notification by the City Manager (per vehicle per day used in performance of this Agreement):	$100.00
k.	For each failure to notify the City Manager of material operational changes (each day):	$100.00
l.	Any report shall be considered late until such time the City receives a materially correct and complete report. For each business day a report is late:	$50.00
m.	For each business day an annual financial statement pursuant to Section 8.3 is late :	$100.00

10.4.4 City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative, by Collector's reports, or by investigation of Subscriber or resident complaints. The actual cost of investigation by the City Manager of any failure or violation may be assessed in addition to the above scheduled of liquidated damages, computed at the then current rate per hour of staff time plus any direct costs. If City equipment is used to pick up misses or respond to complaints, all direct costs plus staff time (including overhead) shall be charged to Collector.

10.4.5 City finds, and Collector acknowledges and agrees, that the above-described liquidated damages provisions represent a reasonable sum in light of all of the circumstances. These liquidated damages sum shall be applicable to each calendar day of delay during which Collector has been found by the City Council or City Manager (as the case may be) to be in breach of this Agreement. If the City Council or City Manager, as the case may be, assesses such liquidated damages, the City Manager shall so notify Collector in writing and send a copy of the notice to the City Finance Director. Collector shall have the right to appeal the City Manager's determination pursuant to the procedures set forth in Section 10.2 for appeal of a decision of the City Manager regarding a notice of default. Any such appeal must be made within ten (10) days after the City Manager has notified Collector of his/her determination to levy liquidated damages.

10.4.6 Separate from or in addition to assessing liquidated damages pursuant to Sections 10.4.2 or 10.4.3, City may also at its sole discretion promptly secure, or direct Collector to promptly secure, at Collector's sole expense, substitute services, satisfactory to City, for when Collector is in breach, upon the same terms and conditions as provided in this Agreement.

10.5 INSTITUTION OF LEGAL ACTIONS

In additional to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement, including but not limited to injunctive relief, except that there shall be no right to terminate this Agreement except as set forth in Article 10 of this Agreement. Both parties recognize and agree that in the event of a breach under the terms of this Agreement by Collector, City may suffer irreparable injury and incalculable damages sufficient to support injunctive relief to enforce the provisions of this Agreement and to enjoin the breach thereof. Should City institute any action for damages, however, any such claim for damages shall be offset by the amount of liquidated damages assessed pursuant to Sections 10.4.2 and 10.4.3, and paid to City by Collector, to the extent such liquidated damages apply to the matter for which the action was filed.

10.6 CUMULATIVE RIGHTS

City's rights to terminate this Agreement or to impose liquidated damages are in addition to any other rights of City upon a failure of Collector to perform its obligations under this Agreement.

10.7 ENFORCED DELAY; EXTENSION OF TIME OF PERFORMANCE

10.7.1 In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default in the event they are prevented from so performing by reason of floods, hurricanes, tsunamis, other "Acts of God", war, civil insurrection, riots, and other similar catastrophic events that are beyond the control of and not the fault of the party claiming excuse from performance hereunder, which such party could not have avoided by exercising due diligence and care and regarding which such party shall use all reasonable efforts that are practically available to it in order to correct such condition.

10.7.2 None of the following are to be considered an excuse from performance, and Collector shall be obligated to continue to provide service notwithstanding the occurrence of any or all such events: (a) general economic conditions, interest or inflation rates, or currency fluctuation or changes in the cost of fuel, commodities, supplies or equipment; (b) changes in the financial condition of Collector or any of its subcontractors affecting their ability to perform their obligations; (c) the consequences of errors, neglect or omissions by Collector, or any subcontractor; (d) failure of any subcontractor or supplier to furnish labor, materials, service or equipment; (e) equipment failure; (f) changes in market prices for, or the unavailability of markets for, the sale or purchase of Recyclables; (g) the availability of any disposal site or processing facility; (h) labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by Collector's employees or directed at Collector, or a subcontractor. In the case of labor unrest or job

action directed at a third party over whom Collector has no control, however, the inability of Collector to make collections due to the unwillingness or failure of the third party to provide reasonable assurance of the safety of Collector's employees while making collections or to make reasonable accommodations regarding container placement and point of delivery, time of collection, or other operating circumstances to minimize any confrontation with pickets or the number of persons necessary to make collections, shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on Collector's cooperation in making collection at different times and in different locations. In the event of labor unrest, including but not limited to, strike, work stoppage or slowdown, sickout, picketing or other concerted job action, Collector shall not be required to adhere strictly to the specific requirements of this agreement regarding routes, collection times or similar matters; provided, however, that: (i) in no event shall more than seven (7) days elapse between pickup for residential customers, (ii) pickup days for commercial accounts shall not exceed one day late, and (iii) all Subscribers shall receive at least 24 hours' notice of deviations from collection routes or times.

10.7.3 Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of time reasonable in light of the enforced delay. The extension of time shall commence to run from the time of the commencement of the cause, so long as the party claiming the extension has notified the other party in writing of the nature of the matter constituting the enforced delay within two (2) days after such party has notice of such cause, giving the other party notice of the facts constituting such cause and asserting its claim to excuse under Section 10.7.

10.7.4 The partial or complete interruption or discontinuance of Collector's services caused by one or more of the events described in this Section 10.7 and constituting an excuse from performance shall not constitute default by Collector under this Agreement. Notwithstanding the foregoing, however, (i) the existence of an excuse from performance shall not affect City's rights under Section 10.6 and (ii) if Collector is excused from performing its obligations hereunder for any of the causes listed in this Section 10.7 for a period of thirty (30) days or more, other than as the result of third party labor disputes where services cannot be provided for reasons described earlier in this Section 10.7, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving fifteen (15) days notice, in which case the provisions of Section 10.9 shall apply.

10.7.5 Notwithstanding any other provision of this Agreement, the City Manager, in his or her sole discretion, may authorize the extension of any of the time periods set forth in this Agreement for a period not to exceed sixty (60) days. No such extension shall be valid unless in writing and signed by the City Manager.

10.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

If Collector is (i) the subject of any labor unrest including work stoppage or slowdown, sickout, picketing or other concerted job action; (ii) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; or (iii) is the subject of a civil or criminal investigation, charge, or judgment or order entered by a federal, state, regional or local agency for violation of a law relating to performance under this Agreement, and City

Council believes in good faith that Collector's ability to perform under this Agreement has thereby been placed in substantial jeopardy, City may, at its option and in addition to all other remedies it may have, demand from Collector reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the City Council believes in good faith is reasonably necessary in the circumstances to evidence Collector's continued ability to perform under this Agreement. If Collector fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be a basis for termination for cause pursuant to Section 10.3.

10.9 CITY'S RIGHT TO PERFORM UPON DEFAULT

10.9.1 City's Right to Perform. In addition to any and all other legal or equitable remedies, in the event that Collector, for any reason whatsoever, fails, refuses or is unable to perform any Collection Service at the time and in the manner provided in this Agreement, and if, as a result thereof, should Solid waste accumulate in the City to such an extent, in such a manner, or for such a time that the City Manager should find that such accumulation endangers or menaces the environment, public health, safety or welfare, then City shall have the right, but not the obligation, without payment to Collector upon twenty-four (24) hours prior notice to Collector during the period of such emergency as determined by City Manager or his/her designee, to do either one or both of the following: (i) cause to be performed such services with other personnel without liability to Collector; (ii) to take temporary possession of that part of Collector's land, equipment and other property essential for providing one or more of the Collection Services and to provide one or more of the Collection Services until other alternatives can be found. Should City take possession of Collector's equipment and other property pursuant to this Section 10.9, City shall exercise reasonable, ordinary care in the use of the equipment and property.

10.9.2 Notice. Notice of Collector's failure, refusal or neglect to perform one or more Collection Services may be given orally by telephone to Collector at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Collector within twenty-four (24) hours of the oral notification.

10.9.3 Collector's Cooperation. Collector further agrees that in such event:

(a) It shall fully cooperate with City to affect the transfer of possession of property to City for City's use.

(b) It shall, if City so requests and to the extent feasible, keep in good repair and condition all of such property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain the property in operational condition.

10.9.4 Not a Taking by City. City's exercise of its contractual rights under this Section 10.9: (i) does not constitute a taking of private property for which compensation must be paid; (ii) shall not create any liability on the part of City to Collector; and (iii) does not exempt Collector from the indemnity provisions of Section 5.1, which are meant to extend to

circumstances arising under this Article 10, provided that Collector is not required to indemnify City against claims and damages that are solely caused by the established active negligence or willful misconduct of City officers, employees, agents, or volunteers acting under this Section 10.9. City shall not effect a permanent taking of Collector's property pursuant to this Section 10.9.

10.9.5 Possession of Collector's Property. City's right to retain temporary possession of Collector's property, and to provide one or more Collection Services, shall continue until Collector can demonstrate to City's satisfaction that it is ready, willing and able to resume such services. City has no obligation to maintain possession of Collector's property or continue its use in performing one or more Collection Services for any period of time and may, at any time, in its sole discretion, relinquish possession to Collector.

ARTICLE 11

ASSIGNMENT

11.1 ASSIGNMENT OF AGREEMENT

Collector shall not assign, sell, subcontract or otherwise delegate authority to perform any portion of this Agreement, including but not limited to a sale, exchange or other transfer of substantially all of Collector's assets dedicated to service under this Agreement to a third party, or between a subsidiary and a parent company or Related Party, without the prior express written approval of City. In the event of any assignment duly authorized by City, the assignee shall assume the liability of Collector.

11.2 TRANSFER OF STOCK OR INTEREST

No sale, gift, or transfer of stock or other interest of Collector, including but not limited to any reorganization, consolidation, merger recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Collector or any of its shareholders is a party, which would result in a change of Control of Collector, shall be made without prior written approval of the City Council. Violation of this provision shall be a breach of this Agreement and grounds for termination by City without the need for compliance with the notification requirements of Section 10.1. This Section 11.2 shall not apply to the transfer of stock by bequest or intestate succession.

11.3 BANKRUPTCY

If Collector shall at any time during the Term become insolvent, or if proceedings in bankruptcy shall be instituted by or against Collector, or if Collector shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of Collector shall be appointed in any suit or proceeding brought by or against Collector, or if Collector shall make an assignment for the benefit of creditors, then and in each and every such case, this Agreement shall immediately cease, terminate, and be canceled upon written notice by City and without the necessity of suit or other proceeding.

11.4 REQUIREMENTS OF COLLECTOR

11.4.1 If Collector requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion. City need not consider any request by Collector for consent to an assignment unless and until Collector has met the following requirements:

(a) Collector shall pay to City the transfer fee described in Section 11.5.

(b) Collector shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding five (5) operating years.

(c) Collector shall furnish City with satisfactory proof that the proposed assignee has the demonstrated technical capability to perform all Collection Services, including: (i) that the proposed assignee has at least 10 years of experience in the provision and management of Solid waste and Recyclables Collection Services on a scale equal to or exceeding the scale of operations conducted by Collector under this Agreement; (ii) in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any State, federal or local agencies and the assignee has provided City with a complete list of such citations and censures; (iii) the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) the proposed assignee conducts its Solid waste and Recyclables Collection Services in accordance with sound Solid waste and Recyclables practices, and in full compliance with all federal, State and local laws regulating the collection and disposal of Solid waste including hazardous substances; and (v) any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

11.5 APPLICATION AND TRANSFER FEE

Any application for an assignment transfer shall be made in a manner prescribed by the City Manager. The application shall include a transfer fee in the amount of Ten Thousand Dollars ($10,000) to cover the cost of all direct and indirect administrative expenses, including consultants and attorneys, necessary to adequately analyze the application and to reimburse City for all direct and indirect expenses. In addition, Collector shall reimburse City for any and all additional costs related to the assignment requested and not covered by the transfer fee. Bills shall be supported with evidence of the expense or cost incurred. Collector shall pay such bills within thirty (30) days of receipt. The transfer fees are over and above any Collector Fees specified in this Agreement.

11.6 TRANSITION

If City consents to an assignment, Collector shall cooperate with City and subsequent collector(s) or subcontractor(s) to assist in an orderly transition, including but not limited to Collector providing route lists and billing information.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 INDEPENDENT CONTRACTOR

Collector is, and shall at all times remain as to City, a wholly independent contractor. Collector shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Collector or any of Collector's employees, except as set forth in this Agreement. Collector shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of City. Collector shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither Collector nor its officers, employees, subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to City employees.

12.2 FEES AND GRATUITIES

Collector, its officers, agents or employees are prohibited from requesting, soliciting, demanding, or accepting, either directly or indirectly, any compensation or gratuity other than as set forth in this Agreement for the collection of Solid waste, Construction and demolition debris, White goods, Recyclable materials and Yard waste otherwise required to be collected under this Agreement. Nor shall Collector, its officers, agents or employees provide, directly or indirectly, any gifts or gratuities to any City officer or employee. Notwithstanding the foregoing, employees of Collector may accept de minimis gifts freely offered by Subscribers.

12.3 GOVERNING LAW

This law of the State of Florida shall govern this Agreement. In the event of litigation between the parties, venue in State trial courts shall lie exclusively in Brevard County. In the event of litigation in a United States District Court, exclusive venue shall lie in the Middle District of Florida.

12.4 ATTORNEYS' FEES

Should legal action be brought by either party to enforce any provision of this Agreement, the prevailing party in such action shall be entitled to its actual attorneys' fees, court costs, and other litigation expenses including, without limitation, expenses incurred for the preparation and discovery, expert witness fees, and expenses relating to appeals, if any. The entitlement to recover such fees, costs and expenses shall accrue upon the commencement of the action regardless of whether the action is prosecuted to a final judgment.

12.5 SUBCONTRACTING

Collector shall not engage any subcontractors for collection of Solid waste, Construction and demolition debris, White goods, Recyclable materials or Yard waste without the prior written consent of City.

12.6 AGREEMENT AS COLLATERAL

Collector shall only use this Agreement as collateral to secure any loan if proceeds of the loan are used exclusively for the provision of services under this Agreement and only upon prior written consent of the City Manager. Collector shall not create an encumbrance or lien against this Agreement without the prior written consent of the City Manager.

12.7 BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the parties.

12.8 TRANSITION TO THE NEXT COLLECTOR

One (1) year prior to the conclusion of the term, and in order to assist with the competitive bid process, Collector shall provide City with such information as may reasonably be requested, including, but not limited to, route maps, account names and phone numbers, and level of service provided. Failure to provide full cooperation may at City's sole discretion preclude Collector from participating in any competitive bid process.

12.9 PARTIES IN INTEREST

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the parties to it and their representatives, successors and permitted assigns.

12.10 WAIVER

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any monies that become due hereunder shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other party of any provision of this Agreement.

12.11 CONDEMNATION

In addition to its rights under Section 10.9, City fully reserves the rights to acquire Collector's property utilized in the performance of this Agreement, by purchase or through the exercise of its power of eminent domain.

12.12 ENTIRE AGREEMENT

This Agreement consisting of fifty-eight (58) pages and three (3) Exhibits represents the full and entire Agreement between the parties regarding the matters covered herein.

12.13 CAPTIONS

The captions in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

12.14 REFERENCES TO LAWS

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

12.15 REFERENCE TO DAYS

All references to days herein are to calendar days, including Saturdays, Sundays and Holidays, except as otherwise specifically provided.

12.16 INTERPRETATION

This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting. Each of the parties has received the advice of legal counsel prior to signing this Agreement. Each party acknowledges no other party or agent or attorney has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce another party to execute this Agreement. The parties agree no provision or provisions may be subject to any rules of construction based upon any party being considered the party "drafting" this Agreement.

12.7 AMENDMENT

This Agreement may not be modified or amended in any respect except by a writing signed by the parties.

12.18 SEVERABILITY

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement that shall be enforced as if such invalid or unenforceable provision had not been contained herein. Notwithstanding the foregoing, however, the provisions of this Agreement reserving to City the right and power to require the use of the Designated Disposal Site shall not be deemed to be severable from the other provisions hereof. In the event such provisions are held in any legal proceeding which is binding upon City to be null, void, in excess of City powers or otherwise invalid or unenforceable, and Collector as a result thereof, utilizes a disposal site other than the

Designated Disposal Site, this entire Agreement may at City's sole discretion terminate without any liability of City to Collector.

12.19 COUNTERPARTS

This Agreement may be executed in counterparts each of which shall be considered an original.

12.20 EXHIBITS

Each of the Exhibits identified is attached hereto and incorporated herein and made a part hereof by this reference.

Executed as the day first above stated:

For City of West Melbourne:

Scott Morgan
City Manager

For Collector:

R. David McConnell
Area Vice President

Approved as to Form:

James P. Wilson
City Attorney

EXHIBIT A

LIST OF RESIDENTIAL CURBSIDE RECYCLABLES

Newspaper

Flattened cardboard and brown bags

Aluminum, steel, and bi-metal containers

Glass bottles and jars

Junk mail

Phone books

Envelopes

Magazines

White and colored office paper

Computer paper

Paperboard, milk and juice containers

All #1 through #7 plastic

UPDATED EXHIBIT B

SCHEDULE OF APPROVED BASE RATES

Monthly Rates October 1, 2020 to September 30, 2021

Residential Premises Rates

Residential Cart Service	$12.04
Additional Solid Waste Cart	30% single cart rate ($3.61)
Additional Recyclables Cart	no charge

Residential premises cart service includes twice weekly solid waste curbside collection in either 36, 64 or 96-gallon cart (Subscriber's choice) plus once weekly White good, Bulky waste and e-waste curbside collection; weekly curbside recyclables collection in either a 36 or 64-gallon cart (Subscriber's choice) and weekly Yard waste collection.

Commercial Premises Rates

36 Gallon Cart, once a week pickup	$ 9.61
36 Gallon Cart, twice a week pickup	$ 11.31
64 Gallon Cart, once a week pickup	$ 18.09
64 Gallon Cart, twice a week pickup	$ 21.47
96 Gallon Cart, once a week pickup	$ 24.87
96 Gallon Cart, twice a week pickup	$ 28.27
2 Cubic Yard Bin, once a week pickup	$ 39.06
2 Cubic Yard Bin, twice a week pickup	$ 78.11
2 Cubic Yard Bin, three times a week pickup	$117.17
2 Cubic Yard Bin, four times a week pickup	$156.23
2 Cubic Yard Bin, five times a week pickup	$195.28
2 Cubic Yard Bin, six times a week pickup	$234.34
4 Cubic Yard Bin, once a week pickup	$ 78.11
4 Cubic Yard Bin, twice a week pickup	$156.23
4 Cubic Yard Bin, three times a week pickup	$234.34
4 Cubic Yard Bin, four times a week pickup	$312.45
4 Cubic Yard Bin, five times a week pickup	$390.57
4 Cubic Yard Bin, six times a week pickup	$468.68
6 Cubic Yard Bin, once a week pickup	$117.17
6 Cubic Yard Bin, twice a week pickup	$234.34
6 Cubic Yard Bin, three times a week pickup	$351.51
6 Cubic Yard Bin, four times a week pickup	$468.68
6 Cubic Yard Bin, five times a week pickup	$585.85
6 Cubic Yard Bin, six times a week pickup	$703.02.

8 Cubic Yard Bin, once a week pickup…… $156.23
8 Cubic Yard Bin, twice a week pickup…… $312.45
8 Cubic Yard Bin, three times a week pickup…….... $468.68
8 Cubic Yard Bin, four times a week pickup……... $624.91
8 Cubic Yard Bin, five times a week pickup…….....$781.13
8 Cubic Yard Bin, six times a week pickup…….... $937.36

Compactor and Debris Rates

Note: Compactor rates do <u>not</u> include leasing or maintenance

3 Cubic Yard Compactor, once a week pickup ……..... $117.17
3 Cubic Yard Compactor, twice a week pickup ……... $234.34
3 Cubic Yard Compactor, three times a week pickup …….. $351.51
3 Cubic Yard Compactor, four times a week pickup ……$468.68
3 Cubic Yard Compactor, five times a week pickup …… $585.85

4 Cubic Yard Compactor, once a week pickup…… $156.23
4 Cubic Yard Compactor, twice a week pickup…… $312.45
4 Cubic Yard Compactor, three times a week pickup ……... $468.68
4 Cubic Yard Compactor, four times a week pickup ……$624.91
4 Cubic Yard Compactor, five times a week pickup …… $781.13

5 Cubic Yard Compactor, once a week pickup…… $175.76
5 Cubic Yard Compactor, twice a week pickup…… $351.51
5 Cubic Yard Compactor, three times a week pickup ……... $527.27
5 Cubic Yard Compactor, four times a week pickup ……$703.02
5 Cubic Yard Compactor, five times a week pickup …… $878.78

6 Cubic Yard Compactor, once a week pickup…… $234.34
6 Cubic Yard Compactor, twice a week pickup…… $468.68
6 Cubic Yard Compactor, three times a week pickup …….. $703.02
6 Cubic Yard Compactor, four times a week pickup ……$937.36
6 Cubic Yard Compactor, five times a week pickup …… ….$1,171.70

2 Cubic Yard Bin, per pull* ……..$22.62
3 Cubic Yard Bin, per pull* ……..$33.93
4 Cubic Yard Bin, per pull* ……..$45.24
5 Cubic Yard Bin, per pull* ……..$56.54
6 Cubic Yard Bin, per pull* ……..$67.86
8 Cubic Yard Bin, per pull* ……..$79.16

20 Yard Debris Box, per pull* …… $203.58
25 Cubic Yard Debris Box, per pull* …… $226.18
30 Cubic Yard Debris Box, per pull* …… $243.15
40 Cubic Yard Debris Box, per pull* …… $248.80
Less than 30 Cubic Yard Compactor, per pull …….. $231.84
30 to 40 Cubic Yard Compactor, per pull …….. $231.84
Greater than 40 Cubic Yard Compactor, per pull …….. $243.15

* Rates include dropping off box or bin at customer location, retrieving box or bin when requested, and hauling up to four (4) tons of waste to disposal. An additional charge of $33.59 per ton will apply to disposal over four (4) tons.

Special Charges

Wheel-out service for non-qualifying households.....…additional $15.86 per month
On-call white good/bulky waste pick up for non-qualifying residents,
including any freon removal charge .....…$11.04 per cubic yard per event
On-call extra solid waste collection for residential premises ……..$11.10 per event
Cart exchange in addition to once annually free exchange .....$27.74 per event
Call back for collection as a result of set-out after collection time.....$11.35 per event
Cart replacement due to loss or damage from willful misuse..... $79.44 per cart
Extra Commercial pick-up:

- 36 gallon cart.....$9.61 per event
- 64 gallon cart.....$18.09 per event
- 96 gallon cart.....$24.87 per event
- 2 cubic yard bin.....$18.09 per event
- 4 cubic yard bin.....$36.19 per event
- 6 cubic yard bin.....$54.28 per event
- 8 cubic yard bin.....$63.32 per event

Key charge when container access requires driver to remove lock.....$28.27 per month
Enclosure charge when collection requires removing container from
an enclosure and replacing it when empty……..$56.54 per container per month
Gate service charge when collection requires passing through
a gate for accessing a container……..$33.94 per container per month
Distance charge when container is placed further than ten
feet from where collection vehicle has access.....$33.94 per fifty feet per container per month

EXHIBIT C

PERFORMANCE STANDARDS

1. Company Standards

A. Services are to be completed in thorough and professional manner that constitutes litter-free, reliable, timely, courteous and high-quality service.

B. Collector shall, at all times, perform its duties using best industry practice for comparable operations.

C. Personnel shall conduct themselves in a courteous, workmanlike manner.

D. Personnel shall dress in clean, uniform shirts with suitable identification.

E. Color and appearance of Collection vehicles, Containers, employee uniforms, and public education materials provided by Collector shall be designed to provide a standard representation of the company.

2. Collection Containers

A. Collector shall provide containers for storage of materials that shall be designed and constructed to be watertight and prevent the leakage of liquids. All containers with a capacity of 1 cubic yard or more shall meet all applicable federal regulations on Solid waste container safety. All containers provided by Collector shall be constructed of rigid, durable materials with a minimum five (5) year life expectancy warranted by the manufacturer.

B. The containers shall be clearly labeled to indicate their designation for collection of Solid waste or Recyclables and shall list the types of materials to be stored in the container for collection.

C. Collector shall be responsible for distributing all containers to Subscribers in accordance with the provisions of this Agreement.

D. Collector shall repair, clean, paint, and replace containers as needed to maintain a clean, attractive, functional, new-like condition. All graffiti shall be removed immediately.

3. Collection Vehicles

A. Collector shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. Vehicles collecting Solid waste and Recyclables in carts shall be fully automated such that, with the exception of wheel-out-service, Collector's employees are not required to leave the vehicle to collect cart

contents. Collector agrees to maintain each piece of equipment used by it in the performance of this Agreement in good order and repair. Collector shall have available on service days sufficient backup vehicles and qualified operators to respond to complaints and emergencies. Collector may use semi-automatic and non-automatic vehicles as may be necessary to provide services (other than the routine collection of residential cart containers) pursuant to this Agreement.

B. Vehicle Identification

Collector's name, phone number, and vehicle identification number must be visibly displayed on both sides of all vehicles in letters and figures.

C. Cleaning and Maintenance

i. General.

Collector shall maintain all of its properties, facilities, and equipment used in providing service under this Agreement in a safe, neat, clean and operable condition at all times, and well and uniformly painted, to the satisfaction of the City Manager. Vehicles shall be maintained in such a manner that no leakage of fluids from the collected materials occurs.

ii. Cleaning.

Vehicles used in the collection shall be thoroughly washed at a minimum of once per week, and thoroughly steam cleaned on a regular basis so as to present a clean appearance and minimize odors. All vehicles shall be painted on a regular schedule to maintain a clean, profession, new-like appearance, although the City Manager may require the painting of any vehicle that does not present a satisfactory appearance at any time. The vehicles shall be painted in a uniform manner. All graffiti shall be removed immediately. City may inspect vehicles at any time to determine compliance with sanitation requirements. Collector shall make vehicles available to the County Health Department for inspection at any frequency it requests.

iii. Maintenance.

Collector shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly. Collector shall also perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Collector shall keep accurate records of all vehicle maintenance, recorded according to date and mileage, and shall make such records available to City upon request.

iv. Repairs.

Collector shall repair, or arrange for the repair of, all of its vehicles and equipment, including dents, leaks, and other body damage, for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a neat, safe and operable condition. If an item of repair is covered by a warranty, Collector shall obtain warranty performance. Collector shall maintain accurate records of repair, which shall include date/mileage, nature of repair and the signature of a maintenance supervisor that the repair has been properly performed.

v. Alternative Fuels.

Collector agrees to participate with City in pursuant to grants, pilot programs, or other mutually agreeable efforts that provide for alternative fuel collection vehicles.

vi. Age of Vehicles.

Collector's fleet of vehicles shall comply with applicable provisions of State law. The City Manager has the right to inspect Collector's fleet of vehicles, not more often than annually, to ascertain whether they remain in full compliance with applicable provisions of State law. Collector shall immediately remove from service any vehicle that, in the reasonable discretion of the City Manager, is not in full compliance with applicable provisions of State law.

Each Collection vehicle shall be under ten (10) years of age unless specifically authorized in writing by City. If the age of a Collection vehicle reaches 15 years, Collector must notify City. This equipment shall be subject to inspection by City or its designee.

D. Inventory.

Collector warrants that it shall provide an adequate number of vehicles and equipment for the collection, disposal and transportation services for which it is responsible under this Agreement. Collector shall furnish City a written inventory of all vehicles, including collection vehicles, used in providing service, and shall update the inventory annually. The inventory shall list all vehicles by manufacturer, ID number, date of acquisition, type and capacity.

E. Storage.

Collector shall arrange to store all vehicles and other equipment in safe and secure location(s) in accordance with applicable zoning regulations.

4. Operation

A. All vehicles must be registered with the State of Florida and inspected at the frequency required by the State. Vehicles shall be operated in compliance with Florida law and all applicable safety and local ordinances.

B. Collector shall not load collection vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles.

C. Collector shall use all reasonable means to minimize the backing up of collection vehicles.

5. Collection Schedule

A. If the day of collection on any given route falls on a holiday, Collector shall provide collection service for such route on the next workday following such holiday. In the event the holiday schedule of the Designated Disposal Facility, Designated Recycling Facility, or Designated Yard Waste Processing Facility are different than the holidays stated herein, the holiday schedule may be adjusted accordingly.

B. Commercial Collection Services shall not start before 4:00 a.m. or continue after 6:00 p.m., six days per week excluding Sunday. Residential Collection Services shall not start before 6:00 a.m. or continue after 6:00 p.m., six days per week excluding Sunday. Collector shall not provide Collection Services on Sundays. Collection service hours are subject to change by City Council in the exercise of its reasonable discretion.

C. Collector shall provide Collection Services for residential premises Subscribers from the curbside (with the exception of wheel-out service for qualifying disabled individuals and for Subscribers paying additional charge for wheel-out service).

D. Collector shall provide at least once weekly pickup for commercial/industrial premises Subscribers from a location designated by the property owner.

E. Recyclables and Yard waste shall be collection from residential premises on the same day as one of the Solid Waste pickup days.

6. Collection Routes

A. Collection routes shall be established and maintained in such a manner as to provide uniform and efficient Collection Services.

B. Collector shall submit route plans to the City Manager for informational purposes at the start of this Agreement, one year prior to the end of this Agreement, at the end of this Agreement, and at end of the contract term and whenever there is a

significant routing change. The route plans shall include, but not be limited to, the following information:

i. the course each vehicle follows;

ii. the properties served;

iii. approximate starting and ending time for each route; and

iv. the day of week the route will be served.

C. Materials collected shall not be mixed in Collector's Collection equipment with any materials collected from another municipality, unless Collector accounts for such mixed loads with reasonable accuracy in its applicable reports.

7. Collection Requirements

A. Care of Private Property

Reasonable care shall be used by Collector's employees in handling all collection containers and enclosures, and all damage caused thereto by the negligence or carelessness of Collector's employees shall be promptly adjusted with the owner thereof. All collection containers after emptying thereof by Collector's employees shall be returned to within 5 feet of the location from which the same were picked up by Collector's employees, upright with lids properly secured, and Collector's employees shall use all reasonable means to ensure same are not deposited in a manner that blocks any driveway, sidewalk, or street. Collector shall ensure that its employees close all gates opened by them in making Collections, unless otherwise directed by the Subscriber, and avoid crossing landscaped areas and climbing or jumping over hedges and fences. City shall refer complaints about damage to private property to Collector. Collector shall repair all damage to private property caused by its employees.

B. Noise

All Collection operations shall be conducted as quietly as possible and shall conform to applicable federal, State, county and City noise level regulations. City may conduct random checks of noise emission levels to ensure such compliance. Collector shall promptly resolve any complaints of noise to the satisfaction of the City Manager.

C. When any materials deposited for collection are not collected by Collector, Collector shall provide notice to the Subscriber, at Collector's cost. The notice shall provide Collector's phone number and indicate the reasons for Collector's refusal to collect the materials placed in the collection containers giving reference to the Section of the appropriate City ordinance or to the Section of this Agreement which has been violated, and which gives grounds for Collector's

refusal. This information shall either be in writing via a tag at least 2 inches x 6 inches in size, or by means of a check system. Collector shall maintain, at Collector's place of business, a logbook listing all occurrences of noncollection. The logbook shall contain the names and date and manner of disposition of each case. Such log shall be kept so that it may conveniently be inspected by representatives of City upon request.

D. Load Checking

Collector is responsible for inspecting all materials prior to collection for Hazardous Waste or other unacceptable materials. Collector is not responsible for the Collection of Hazardous Waste or other unacceptable materials. Collector is responsible for controlling contamination levels of the Recyclables through public education efforts, random inspection of set-outs, and tagging of improper set-outs at a level that minimizes contamination.

8. Litter Abatement

A. Collector shall use due care to prevent materials placed in the collection containers from being spilled or scattered during the collection or transportation process. If any material is spilled during collection, Collector shall promptly clean up all spilled materials. Each collection vehicle shall carry a broom and a shovel at all times for this purpose. Collector shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure or accidental damage to a vehicle.

B. Cleanup

During the collection transportation process, Collector shall clean up litter in the immediate vicinity of any storage area (including the areas where collections bins are delivered for collection) of any materials that escape from the collection vehicle or collection containers as a result of Collector's service. In the event that litter not caused by Collector's service is in the vicinity of the storage area, Collector is required to clean up this litter whether or not Collector has caused the litter on a one-time basis and shall discuss the spillage directly with the Subscriber responsible and shall report such instances to City. Collector shall work with the Subscriber to resolve the spillage problem. City will attempt to rectify such situations with the Subscriber if Collector has already attempted to do so without success.

C. Covering of Loads

All materials shall be contained or covered during transportation to the disposal or processing site. No material shall be transported to the disposal site or processing facility in vehicle hoppers.

D. Oil or Other Vehicle Fluid Spills

Collector is responsible for cleaning up all oil or vehicle fluid spills immediately and must notify City within 24 hours of each such spill. All vehicles must carry an acceptable absorbent material to use in the event of spills. Repair for damages caused by oil or other vehicle spills shall be at Collector's expense. Collector will follow the spill procedures below:

- Driver will determine cause and source of spill.
- Each driver or shop employee is responsible for having enough absorbent in their vehicle to contain or prevent any hydraulic fluid or oil from entering a storm drain or sewer and to clean up small spills as they occur.
- Driver will contain or stop the leak and clean it up without endangering self.
- Driver will immediately notify dispatch or supervisor.
- Driver will not leave the spill until either a supervisor or spill response personnel arrive at the scene.
- Driver will keep all people, cars, or other vehicles from walking or driving through the spill.
- Driver or spill response personnel will take whatever action possible to prevent the spill from entering any storm drain, grates or other entry points.

9. Personnel

A. General

Collector shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the Collection Services required by this Agreement in a safe and efficient manner.

All Collector employees must be able to read, write and speak English with sufficient proficiency to enable them to successfully meet and adhere to all of the terms of this Agreement.

B. Driver Qualifications

All drivers shall be trained and qualified in the operation of Collection vehicles and must have in effect a valid license, of the appropriate class with appropriate endorsements, issued by the State of Florida. All Collection vehicle drivers shall also complete an in-house training program provided by Collector which includes

education on the use of all vehicles in the collection fleet, collection programs, and route information as well as Subscriber service practices and safety information.

C. Identification Badge

Collector shall require its drivers, and all other employees who come into contact with the public, to wear a clean uniform shirt with an identification badge or other means of identifying the employee.

D. Safety Training

Collection shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for Collection or who are otherwise directly involved in such services. Collector shall train its employees involved in collection to identify, and not to collect, Hazardous Waste or infectious waste.

E. No Gratuities

Collection shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the Collection Services under this Agreement. This does not prevent Collector's employees from accepting a de minimis gift freely given by a Subscriber, only that the employee may not ask.

F. No Discrimination

Collector shall not discriminate during the performance of this Agreement against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, disability, marital status, or sexual orientation. Collector understands and agrees that if it violates this no discrimination provision, City may terminate this Agreement, and Collector shall further be barred from performing any services for City, unless a showing is made satisfactorily to City that discriminatory practices have been terminated and that reoccurrence of such action is unlikely.

G. Employee Appearance and Conduct

All employees, while engaged in Collection Services within the City, shall be attired in suitable and acceptable uniform shirts. Collector shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Collector shall regularly train its employees in Subscriber courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Collector shall take all appropriate corrective measures.

H. Provision of Field Supervision

Collector shall designate one qualified employee as supervisor of field operations. The field supervisor shall devote whatever time is necessary in the field checking on collection operations, including timely response to complaints.

I. General Supervision

The Collection Services shall be under the general supervision of the City Manager. All orders, directions and instructions to Collector, not inconsistent with the terms of this Agreement, shall be promptly complied with by Collector.

10. Corporation Yard and Recyclables Processing

A. Collector covenants to comply with Collector's performance obligations throughout the Term and to perform Collector's performance obligations with respect to its corporation yard and any Recyclables transfer and/or processing facilities in accordance with accepted practice for comparable facilities, sound management and operations practice, the facility's operation and maintenance manual, plans and specifications, permits, Applicable Law (including OSHA standards), provisions hereof, and covenants, conditions and restrictions pertaining to the site.

Collector shall be responsible for maintaining and renewing all necessary permits, licenses, and clearances necessary to and for its corporation yard and any Recyclables transfer and/or processing operations. Collector shall maintain and renew permits; however, Collector shall not be responsible for any delays in maintaining or renewing, or failure to maintain or renew the permits if Collector has exercised due diligence in maintaining and/or renewing the permits, and such failure is caused by any action or inaction of the issuing or renewing authority.

B. Maintenance and Repair

Collector shall maintain its corporation yard and any Recyclables transfer and/or processing facility in good working order and repair, including maintaining spare parts inventory and performing periodic maintenance in accordance with the operations and maintenance manual, manufacturer's recommendations, accepted practice for comparable facilities, and sound management and operations practice. Collector shall maintain the aesthetic appearance of the facilities and sites in a clean and neat manner in accordance with the plans and specifications, with due regard for reasonable control of odors, dust, and noise.

C. Safety

Collector shall conduct facility operations in a safe manner, in accordance with Applicable Law, requirements of insurance carried, and standard industry practices in the waste management and materials recovery industry.

D. Right to Enter and Inspect Facility

City and its designated representative shall have the right, but not the obligation, to enter, observe, and inspect the corporation yard and any Recyclables transfer and/or processing facilities during regular business hours, meet with the facilities' managers or their representative at any time, and meet with other employees upon request, which request shall not be unreasonably denied. Upon City request, Collector shall make personnel available to accompany City employees on inspections. Collector shall ensure that its employees cooperate with City and respond to City's reasonable inquiries. Collector shall make operational and business records other than financial records available to City during receiving hours upon City request.

E. Tours of Facilities

Upon 24 hours request of City, Collector shall provide tours of the facilities. Such tours shall not unreasonably disrupt facility operation. City shall not be charged for labor, overhead, overtime, or any other costs associated with such tours. As part of such tours, Collector shall distribute an educational brochure, printed on recycled paper, on conservation, Recycling, and general Solid waste management programs.

F. Personnel

Collector shall engage and train qualified and competent employees, including managerial, supervisory, clerical, maintenance, and operating personnel, in numbers necessary and sufficient for facility operations and to perform Collector's obligation under this Agreement. Collector shall train such staff to perform their work in a safe and efficient manner in accordance with the health and safety plan in the facility's operations and maintenance manual.

G. Recovery Standards

Collector shall use reasonable business efforts to maximize the recovery of delivered materials so as to maximize amount of material recycled and meet the goals of Chapter 403.706(2)(a), Florida Statutes.

H. Finished Product Standard

The processed Recyclables shall maintain physical and chemical specifications such as to: (a) achieve the results required under prudent business practice; and

(b) comply with all Applicable Laws, ordinances, regulations, and permit conditions.

I. Transportation of Residue

Collector shall transport and deliver all Residue to the disposal facility within 48 hours after its delivery to the facility and in no event longer than required by Applicable Law. Collector shall select routes from the facility to the Disposal facility that minimize inconvenience and disturbance to the public and comply with permits and Applicable Law. Collector shall enclose or cover all vehicles transferring Residue from the facility to prevent spillage.

Legislation Details (With Text)

File #:	21-127	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	2/2/2021			**In control:**	City Council
On agenda:	2/23/2021			**Final action:**	
Title:	Award Bid #B-21-11-COC, Floating Wetlands Water Quality Project, to Beemats, LLC, in the amount of $114,700; Award Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project, to Beemats, LLC; Approve a Budget Resolution Transferring Budget, BAF #21-051-T to fund Project SW-20-FW Floating Wetlands; Grant City Manager authority to approve option year approvals. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bid Summary.pdf B-21-11-COC Master Bid Tabulation Sheet.pdf Notification of Intent to Award.pdf Section 200 - Post Award Forms.pdf Service Level Agreement_Contract No. 21-11_BEEMATS.pdf EXHIBIT A Scheduled Pricing Table.pdf Budget Amendment Resolution for Floating Wetlands SW20FW.pdf BAF 21-051-T-PW- N and S Lakemont Ponds Floating Wetlands (022321)Agenda 21-127 .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 2, 2021
Agenda Date: February 23, 2021
Prepared By: Abigail Morgan, P.E., Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Award Bid #B-21-11-COC, Floating Wetlands Water Quality Project, to Beemats, LLC, in the amount of $114,700; Award Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project, to Beemats, LLC; Approve a Budget Resolution Transferring Budget, BAF #21-051-T to fund Project SW-20-FW Floating Wetlands; Grant City Manager authority to approve option year approvals.

BACKGROUND:

The City of Cocoa's Purchasing Department, on behalf of the Public Works Stormwater Division, solicited procurement of services to be provided from qualified firms for the installation of floating treatment wetlands (FTW) at the North and South Lakemont Stormwater Ponds.

FTWs are a useful tool used to increase water quality of ponds and lakes. FTWs absorb excess nutrients in the water which is one of the main contributors to aquatic weed growth in ponds. Installation of FTWs at the North and South Lakemont Ponds should help to decrease the introduction of Total Nitrogen and Phosphorus to the Indian River Lagoon. Adding FTWs to a pond can also increase the biodiversity by providing additional wildlife refuge.

The sole bid received for this solicitation was from Beemats, LLC, with a proposed one-time fabrication / installation of wetlands, triannual maintenance, and annual lab analysis. The term of said agreement shall be for a period of five (5) years with two (2) option year renewals. The initial year includes the fabrication / installation of two FTW's for North and South Lakemont Ponds, with years two - five consisting of triannual maintenance and annual lab analysis only.

Staff will be submitting an application to Save Our Indian River Lagoon for grant funding related to this project in October 2021.

STRATEGIC PLAN CONNECTION:

This project is part of the Public Works 10-Year Stormwater Work Plan Water Quality Project WQ-15 - Add Floating Wetlands to Existing Stormwater Ponds.

BUDGETARY IMPACT:

Budgeted Yes
If not budgeted, is amendment/transfer attached? There was insufficient funding in the FY 21 Budget.

Floating Wetlands Project

Year 1

Amount Requested	$45,904
Account Number	423-3570-538-63-00 SW20FW
Account Name	Infrastructure

BAF #21-051-T

Amount Requested	($7,646)
Account Number	423-3570-538-39-00
Account Name	Contingency

Amount Budgeted:

Amount Requested	$7,646
Account Number	423-3570-538-63-00 SW20FW
Account Name	Infrastructure

For a Total Budget of $53,550 SW20FW

Year 2

Amount Requested	$15,300

Account Number	423-3570-538-31-00 SW20FW
Account Name	Professional Services

Year 3

Amount Requested	$15,300
Account Number	423-3570-538-31-00 SW20FW
Account Name	Professional Services

Year 4

Amount Requested	$15,300
Account Number	423-3570-538-31-00 SW20FW
Account Name	Professional Services

Year 5

Amount Requested	$15,300
Account Number	423-3570-538-31-00 SW20FW
Account Name	Professional Services

Year 6 (Optional)

Amount Requested	$15,300
Account Number	423-3570-538-31-00 SW20FW
Account Name	Professional Services

Year 7 (Optional)

Amount Requested	$15,300
Account Number	423-3570-538-31-00 SW20FW
Account Name	Professional Services

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Award Bid #B-21-11-COC, Floating Wetlands Water Quality Project, to Beemats, LLC, in the amount of $114,700; Award Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project, to Beemats, LLC; Approve a Budget Resolution Transferring Budget, BAF #21-051-T to fund Project SW-20-FW Floating Wetlands; Grant City Manager authority to approve option year approvals.

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

BID SUMMARY

To: Public Works – Storm Water Division

From: Heath Hancher, Purchasing & Contracts Manager

Date: February 2, 2021

Re: **Bid #B-21-1-COC Floating Wetlands Water Quality Project**

Bids for the subject offering were opened on **January 28th, 2021** at 3:00 p.m. Purchasing published **(30)** invitations and notifications to bid, **(0)** supplemental suppliers and received **(01)** responses from **(35)** plan holders for this bid. Of the **(01) respondents** the following were found to be:

THE APPARENT LOW BIDDER IS:

- BEEMATS LLC, New Smyrna Beach, FL: $53,550.00

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guidelines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Execute Form of Agreement
- ➔ Prepare agenda item and prepare contract if necessary, for Council Approval.
- ➔ Prepare requisition and attach the following items:

    - Copy of Approved City Clerk's Journal and Agenda
    - Bid Tabulation Sheet
    - Form of agreement
    - All specifications for the awarded proposal
    - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

Please complete the attached Notice of Award and return to Purchasing & Contracts Division

CITY OF COCOA
MASTER TABULATION SHEET

Floating Wetlands

ITB B-21-11-COC

ITB Final Tabulation:

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.

VENDOR	Base Bid	Total Accumulated Bid
Beemats LLC	$ 53,550.00	$ 53,550.00
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Public Works	Division: Storm Water Division
Bid / RFP / RFQ #: ITB 21-11-COC	Project #
Awarded To: BEEMATS LLC	Scope of Work or Services: Implementation of Floating treatment wetlands (FTWs) to increase water quality of ponds and lakes within the surrounding areas of the City's limits.
Address / City / State / Zip: 3637 State Road 44, New Smyrna Beach, FL 32168	Phone / Fax #'s: P: 386-428-8578 / E: beemats@gmail.com
Purchase / Contract Amount: $53,550.00	Date of Award Notification: February 2, 2021
Title / Position (Print) Steve Beeman / President	Signature

Please complete the information required above.
Return the Notification of Intent to Award to Purchasing & Contracts Division when completed
Thank you for your cooperatio

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

BID SUMMARY

To: Public Works – Storm Water Division

From: Heath Hancher, Purchasing & Contracts Manager

Date: February 2, 2021

Re: **Bid #B-21-1-COC Floating Wetlands Water Quality Project**

Bids for the subject offering were opened on **January 28th, 2021** at 3:00 p.m. Purchasing published **(30)** invitations and notifications to bid, **(0)** supplemental suppliers and received **(01)** responses from **(35)** plan holders for this bid. Of the **(01) respondents** the following were found to be:

THE APPARENT LOW BIDDER IS:

- BEEMATS LLC, New Smyrna Beach, FL: $53,550.00

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guidelines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Execute Form of Agreement
- ➔ Prepare agenda item and prepare contract if necessary, for Council Approval.
- ➔ Prepare requisition and attach the following items:

    - Copy of Approved City Clerk's Journal and Agenda
    - Bid Tabulation Sheet
    - Form of agreement
    - All specifications for the awarded proposal
    - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

Please complete the attached Notice of Award and return to Purchasing & Contracts Division

CITY OF COCOA
MASTER TABULATION SHEET

Floating Wetlands
ITB B-21-11-COC
ITB Final Tabulation:

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.

VENDOR	Base Bid	Total Accumulated Bid
Beemats LLC	$ 53,550.00	$ 53,550.00
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -

City of Cocoa
Section 200 - Post Award Forms

Affidavit Regarding Workers' Compensation

Dave Turgeon being duly sworn according to law, deposes and says (it, he they) has accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and his insured (its, his, their) liability thereunder in accordance with the terms of said Laws with the _____ Company, under the terms of Policy No. _____ for a period from July 1, 20 20 to July 1, 20 21.

Dave Turgeon	King Insurance Agency	352-376-0420
(Authorized Signature)	Name of Business	Phone & Fax Number
Dave Turgeon, Agent	2321 NW 41st St	Gainesville, Fl 32606
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF Florida

COUNTY OF Alachua

The foregoing instrument was sworn to and subscribed before me on this 04 day of February, 2021, by Dave Turgeon the _____ of _____, a _____ (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public: Mary McDaniel

Print Name: Mary McDaniel

My Commission expires: 8-20-2021

MARY A. MCDANIEL
Notary Public - State of Florida
Commission # GG 135985
My Comm. Expires Aug 20, 2021
Bonded through National Notary Assn

City of Cocoa
Section 200 - Post Award Forms

Certificate of Insurance for Workers' Compensation

This is to certify that Associated Industries Insurance Company, Inc,

Company has issued to Beemats, LLC,

of the City of New Smyrna Beach, State of FL,

the following policy or polices: Workers' Compensation and Employer's Liability

Policy No. AWC1151503 effective on July 1, 20 20,

re Beemats, LLC Policy No. AWC1151503

effective on July 1, 20 20 and expiring on

July 1 20 21 re limits $500,000 /

$500,00 / $500,000.

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the City of Cocoa, Purchasing Department in writing ten (10) days prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

Notary Public, State of

STATE OF Florida

COUNTY OF Alachua

The foregoing instrument was sworn to and subscribed before me on this 04 day of February, 2021, by Dave Turgeon the _____ of _____, a _____ (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public: Mary McDaniel

Print Name: Mary McDaniel

My Commission expires: 8-20-2021

MARY A. MCDANIEL
Notary Public - State of Florida
Commission # GG 133965
My Comm. Expires Aug 20, 2021
Bonded through National Notary Assn.

City of Cocoa
Section 200 - Post Award Forms

Certificate of Liability Insurance

Provide business's current Certificate of Insurance with City of Cocoa as additional insured.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/2/2021

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 King Ins Agency of Gainesville, Inc 2321 NW 41st Street Gainesville FL 32606	**CONTACT NAME:** King Insurance **PHONE (A/C, No, Ext):** 352-377-0420 **FAX (A/C, No):** 352-415-8030 **E-MAIL ADDRESS:** Certificates@king-insurance.com
INSURED BEEMLLC-01 Beemats, LLC 3637 SR 44 New Smyrna Beach FL 32168	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Westfield Insurance Companies — 24112 INSURER B : Associated Industries Insurance Co, Inc. — 23140 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 911925985 **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	Y		CWP6514013	7/30/2020	7/30/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 150,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CWP6514013	7/30/2020	7/30/2021	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			CWP6514013	7/30/2020	7/30/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			AWC1151503	7/1/2020	7/1/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Floating Wetlands Quality Project

City of Cocoa is included as an Additional Insured with respect to the General Liability when required by Written Contract or Agreement.

CERTIFICATE HOLDER

City of Cocoa
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

Dave Turgeon

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

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:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that BEEMATS LLC [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 BEEMATS LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Steve Beeman

Date: 2/10/2021

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2/10/21 (date) by STEVE BEEMAN (name of officer or agent, title of officer or agent) of BEEMATS LLC (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

ROXANNE MARIE SNYDER

Name typed, printed or stamped

Notary Public State of Florida
Roxanne Marie Snyder
My Commission GG 282198
Expires 02/10/2023

My Commission Expires: 2/10/2023

E-Verify

Welcome
Snyder Roxanne

MENU

Company Information

Company Name
BEEMATS LLC

Company ID Number
1637405

Doing Business As (DBA) Name
--

DUNS Number
--

Physical Location

Address 1
3637 State Road 44

Address 2
--

City
New Smyrna Beach

State
FL

Zip Code
32168

County
VOLUSIA

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code

--

Additional Information

Employer Identification Number
263971932

Total Number of Employees
5 to 9

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

View / Edit

NAICS Code
541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

View / Edit

Total Hiring Sites
1

View / Edit

Total Points of Contact
1

View / Edit

View Original MOU Template

View MOU

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-11-COC)

ORIGINAL

This Agreement made and entered into on the ____ day of **_____, 2021** by and between **BEEMATS LLC** authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **3637 State Road 44, New Smyrna Beach, FL 32168**, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

1. **DESCRIPTION OF SERVICES** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the installation, annual maintenance and laboratory analysis of Floating treatment wetlands (FTWs) to increase water quality of ponds and lakes within the surrounding areas of the City's limits. FTWs will target excess nutrients in water which is the main contributor to aquatic weed growth in ponds. Installation of FTWs at the North and South Lakemont Ponds are required to decrease the introduction of Total Nitrogen and Phosphorus to the Indian River Lagoon in effort to increase the biodiversity by providing additional wildlife refuges.

2. SCOPE OF SERVICES

2.1. General

2.1.1. Floating Wetland System Installation (One-time installation)

A. Floating Wetland System Installation
   1. Construct fabricated mats with plants for a total of 3,825 square feet of floating wetland system.
   2. Deliver, plant and install mats with anchors.

B. Maintenance
   3. Triannual (3 x's per year) retrieval and biomass harvest floating wetlands.
   4. Repair and re-anchor the floating wetlands island as needed.
   5. Provide an annual, once per year, lab analysis and report.
      a) All samples submitted are to be analyzed with the following methods:
         1. EPA 9056A Determination of Inorganic Anions by Ion Chromatography
         2. EPA 365.4 Phosphorus, Total
         3. EPA 351.2 Determination of Total Kjeldahl Nitrogen by Semi-automated Colorimetry
         4. Method SM 2540G Total, Fixed, and Volatile Solids in Solid and Semisolid Samples

b) The annual report shall reflect "wet-weight", which simply implies a percent solids calculation was not incorporated into the final value, but the dried material was used.

2.1.2. Locations

North and South Lakemont Stormwater Ponds Floating Wetlands Installation
See Appendix A & B: Area Map

Stormwater Pond	Description
North Horseshoe	2.11-acre pond between N Fiske Blvd. and North Lakemont Drive (Map Number 1)
South Horseshoe	Two side-by-side ponds totaling 3.06 acres on both sides of South Lakemont Drive (Map Number 2 & 3)

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; the service requirements prepared by Public Works Stormwater Division, dated October 19, 2020 ; Bid Documents (ITB# B-21-11-COC) issued by the City, dated November 30, 2020; Contractor's Bid Submittal, dated January 19, 2021 General Conditions, if any; Supplemental Terms and Conditions by the City. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and has investigated the nature, locality and site of installation and services 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.

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. Issued Bid Documents

f. Contractor's Bid Proposal

g. [OTHER] N/A

Any inconsistency in services to be provided 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 are specified or described in the scope of work or any exhibits 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 materials being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material 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 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 decide before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

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

a. The CONTRACTOR will be required to commence work under this contract within **15 calendar days** after the date of receipt of the Notice to Proceed or Purchase Order.

b. 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.

c. If applicable to the work required by this agreement, Float Time is allocated specifically to the CONTRACTOR's responsibility for coordination of any delays to the project timeline. OWNER will not consider any Contract Time extensions to this project unless coordinated with the designed OWNER Project Manager. Contract Extensions must be coordinated no later than 30 days from anticipated delays and only approved by the OWNER Project Manager, unless cause for delay is determined uncontrollable in nature.

7. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the installation, annual maintenance and laboratory analysis of Floating treatment wetlands (FTWs) to increase water quality of ponds and lakes within North and South Horseshoe Lake within the City's limits. in accordance with the

Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **One Hundred Fourteen Thousand Seven Hundred Fifty ($114,750)**, for a period of five (5) years with two option year renewals per the attached Scheduled Cost Table within **EXHIBIT A**. CONTRACTOR agrees to accept the Contract Price as full compensation for the agreed upon services, terms and conditions 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) Required services specified within the scope of work; (2) applicable law; (3) the terms and conditions of the Contract Documents, including, but not limited to the indemnification provisions of the Contract Documents.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and the OWNERS requirement of triannual maintenance and annual lab analysis relied upon CONTRACTOR's own study of the required services and any conflicts relating to providing such.

(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 of required services with the OWNER as specified by the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the City's Public Works Storm Water Division.

(3) Payments will be made to the CONTRACTOR for actual services rendered on the basis of the Scheduled Cost Table included (EXHIBIT A), which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price, the Contract Price stated in the Agreement will include for all Unit Price an amount equal to the sum of the Unit Prices for each item of Unit Price times the estimated quantity of product delivered 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.

8. **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 pursues such actions as are necessary.

In addition, CONTRACTOR may terminate this Agreement if OWNER fails to perform any material covenant or condition of this Agreement and does not cure such breach within seven (7) calendar days after written notice from the CONTRACTOR specifying breach.

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.

Notwithstanding the aforementioned, in the event of a 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.

9. **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; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; 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. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

10. **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 parties, at

the sole discretion and option of the OWNER, shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

11. **INVOICING -**

OWNER hereby identifies the City of Cocoa, Finance Department – Accounts Payable (accountspayable@cocoafl.org) as the agent or office to which the CONTRACTOR must submit payment requests or invoices.

12. **DESIGNATION OF PROJECT REPRESENTATIVE -** 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, Public Works Storm Water Division Representative or an authorized representative is the OWNER's Project Manager during the entire period of required services. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER shall be kept familiar with the progress and quality of services rendered by CONTRACTOR and may conduct periodic reviews. The OWNER will not be responsible for the means of the services provided, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the services in accordance with the Contract Documents.

c. **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.

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

e. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the services progress, based on CONTRACTOR's approved invoice and OWNER's inspections and observations of satisfactory services, and will issue certificates for payments in accordance with the terms of the Contract Documents.

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

a. **Responsibility for Supervision**. CONTRACTOR shall be solely responsible for all services rendered under this contract, including the techniques, sequences, procedures and

means, for the coordination of all tests. CONTRACTOR shall supervise and direct the services and give it all attention necessary for such proper supervision and direction.

b. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and testing equipment, including any additional materials required for the required services necessary to meet the requirements in accordance with the Contract Documents.

c. **Guarantee.** The CONTRACTOR hereby guarantees the services to the full extent provided in the Specifications, General Conditions, Special Conditions and other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all services delivered under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the services performed pursuant to this Agreement will be free from defects and that the services strictly conform with the requirements of the Contract Documents. Services not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered unacceptable.

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

a. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

b. If OWNER determines that any subcontractor is not performing in accordance with this Agreement, OWNER shall so notify CONTRACTOR who shall take immediate steps to remedy the situation.

c. If CONTRACTOR, prior to the commencement of any services, 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.

d. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR and subcontractors shall make prompt payments to subcontractors in accordance with s. 218.735, Florida Statutes.

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

16. **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.

17. **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.

18. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, 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, 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, OWNER specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the 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.

19. **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 any services on City property.

20. **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.

21. **INSURANCE -** During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as applicable and set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any services 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 with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager 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. 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 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.

d. 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 10 days prior to any expiration date. There shall also be a 10-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER 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**.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

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

30. **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.

31. **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.

32. **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:

BEEMATS LLC
Attn: Steve Beeman / President
3637 State Road 44
New Smyrna Beach, FL 32168
P: 386-428-8578
E: beemats@gmail.com

For OWNER:

City of Cocoa
Attn: City Manager and Public Works Director
65 Stone Street
Cocoa, FL 32922

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.

33. **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.

34. **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.

35. **FEDERALLY FUNDED PROJECTS (As Applicable) –** For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *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, 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, 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 considerations for employment without regard to race, color, religion, sex, 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 as 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 (7) 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.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall 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. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall 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.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *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 (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 (1) of this section, in the sum of $10 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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City 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 (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

e. *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 City or Contractor 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 City or Contractor 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 federal awarding agency.

f. *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 City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *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 City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *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, 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).

(2) 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.

(3) 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 City, 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.

i. *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 *(If applicable)*

(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, BEEMATS LLC, 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

Steve Beeman / President
Name and Title of Contractor's Authorized Official

2/16/2021
Date

j. *Procurement of Recovered Materials*

(1) 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.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprchensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, 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 federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *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.

n. *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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-11-COC)

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

BEEMATS LLC

By: _____
Print name/title: Steve Beeman / President

Date: 2/16/2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 16 day of FEBRUARY, 2021 by STEVE BEEMAN, the PRESIDENT of BEEMATS LLC, who is personally known to me or who produced ____ _____ as identification and who did take an oath.

_____
(Notary Public Signature)
ROXANNE MARIE SNYDER
(Print Name)
Notary Public, State of FLORIDA
Commission No.:
My Commission Expires:

Notary Public State of Florida
Roxanne Marie Snyder
My Commission GG 282198
Expires 02/10/2023

North and South Lakemont Stormwater Ponds Floating Wetlands Project

		Year 1	Year 2	Year 3	Year 4	Year 5	Otpion Year 1	Option Year 2
Floating Wetland System Installation		$ 38,250.00	$ -	$ -	$ -	$ -	$ -	$ -
Floating Wetlands Maintenance								
First Triannual	Harvesting	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00
	Analysis/Lab Report	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00
Second Triannual	Harvesting	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00
	Analysis/Lab Report	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00
Third Triannual	Harvesting	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00
	Analysis/Lab Report	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00
Annual Report		$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00
	Annual Fees	$ 53,550.00	$ 15,300.00	$ 15,300.00	$ 15,300.00	$ 15,300.00	$ 15,300.00	$ 15,300.00
	Contract Total (Years One - Five):	$ 114,750.00						
	With Approved Option Years:	$ 145,350.00						

RESOLUTION NO. 2021-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; 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, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; 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 2020-2021 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, in a regular meeting assembled on the 23rd day of February, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-051-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 02/09/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 7,647)	423-3570-538.39-00		Contingency	$ 272,270	$ 240,780	$ 233,133	$ 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
($ 7,647)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 7,647	423-3570-538.63-00	SW20FW	Infrastructure	$ 2,900,000	$ 328,887	$ 336,534	$ 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
$ 7,647	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The contract bid for #B-21-11-COC came in at $53,550. Additional funding is needed for Floating Wetland Project on Lakemont. Agenda 21-127.

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 02/23/21 RESOLUTION #: 2021-012

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.

2/9/21	Abigail Morgan Digitally signed by Abigail Morgan Date: 2021.02.09 09:53:34 -05'00'	2/11/21	Lora Howell Digitally signed by Lora Howell Date: 2021.02.11 14:23:04 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Bryant Smith Digitally signed by Bryant Smith Date: 2021.02.09 10:12:04 -05'00'	2/11/21	Lora Howell Digitally signed by Lora Howell Date: 2021.02.11 14:23:33 -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 #:	21-128	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	2/2/2021			**In control:**	City Council
On agenda:	2/23/2021			**Final action:**	
Title:	Approve the Second and Final Amendment to Purchase Agreement with Myra Planning & Design , RFQ-Q-15-14-COC; Traffic Engineering Services; Approve Second and Final Amendment to Purchase Agreements with Infrastructure Solutions and Mead & Hunt, RFQ-16-01-COC(A), for Civil Engineering Services; Infrastructure Solutions and Mead & Hunt, RFQ-16-01-COC(B), for Stormwater Engineering Services; Southeastern Surveying & Mapping, RFQ-16-01-COC(C), for Surveying Services; Ardaman & Associates and Universal Engineering, RFQ-16-01-COC(D), for Geotechnical Engineering Services and Architects RZK, Inc., RFQ-16-01-COC(E), for Architectural Services. Each Final renewal Amendment will be effective January 27, 2019 through January 26, 2023. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	RFQ-15-14-COC 2nd Amendment_.pdf RFQ-16-01-COC 2nd Amendments.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 2, 2021
Agenda Date: February 23, 2021
Prepared By: Cheryl Meisenzahl, Contracts Technician
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve the Second and Final Amendment to Purchase Agreement with Myra Planning & Design , RFQ-Q-15-14-COC; Traffic Engineering Services; Approve Second and Final Amendment to Purchase Agreements with Infrastructure Solutions and Mead & Hunt, RFQ-16-01-COC(A), for Civil Engineering Services; Infrastructure Solutions and Mead & Hunt, RFQ-16-01-COC(B), for Stormwater Engineering Services; Southeastern Surveying & Mapping, RFQ-16-01-COC(C), for Surveying Services; Ardaman & Associates and Universal Engineering, RFQ-16-01-COC(D), for Geotechnical Engineering Services and Architects RZK, Inc., RFQ-16-01-COC(E), for Architectural Services. Each Final renewal Amendment will be effective January 27, 2019 through January 26, 2023

BACKGROUND:

In 2015, Public Works staff selected qualified contractors to provide various technical services in accordance with the Florida Consultant Competitive Negotiation Act (CCNA) process. Council entered into Continuing Service Agreements with consultants to provide services on an as needed

basis which have assisted the Public Works staff in completing many capital projects. These consultants entered into three-year contracts with two each two-year renewal clauses in January 2016. On January 23, 2019, Council approved the first Amendment renewal for two (2) years, which expired on January 26, 2021. The Purchasing Division has sent out the second and final renewal notices and all firms wish to renew their respective contracts. Firms have provided responsive services; therefore, staff recommends that these contracts be amended to renew for the final two-year term extending contract ending final end dates to January 26, 2023.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

This agenda item is for the approval of the final 2-year term of our existing Continuing Services Agreements. Budget adequacy will be reviewed as task orders are issued under these contracts.

PREVIOUS ACTION:

On December 8, 2015 Council entered into Continuing Service Agreements with consultants to provide services which have assisted the Public Works staff in completing many capital projects. These consultants entered into three-year contracts with two each two-year renewal clauses in January 2016. On January 23, 2019, Council approved the first Amendment renewal for two (2) years, which expired on January 26, 2021.

RECOMMENDED MOTION:

Approve the second and final Amendment to Purchase Agreement with Myra Planning & Design , RFQ-Q-15-14-COC, Traffic Engineering Services; Approve First Amendment to Purchase Agreements with Infrastructure Solutions and Mead & Hund, RFQ-16-01-COC(A), for Civil Engineering Services; Infrastructure Solutions and Mead & Hunt, RFQ-16-01-COC(B), for Stormwater Engineering Services; Southeastern Surveying & Mapping, RFQ-16-01-COC(C), for Surveying Services; Ardaman & Associates and Universal Engineering, RFQ-16-01-COC(D), for Geotechnical Engineering Services and Architects RZK, Inc., RFQ-16-01-COC(E), for Architectural Services. Each renewal Amendment will be effective January 27, 2021 through January 26, 2023.

powered by Legistar™

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

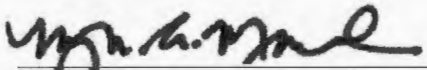
2nd AMENDMENT

RFQ No. 15-14-COC

This SECOND Amendment to the purchase agreement for Consulting Services for Traffic Engineering Services is made and entered into as of December 9, 2020 by and between the **City of Cocoa** and **Myra Planning and Design, LLC**, 1600 Edgewater Drive, Orlando, Florida 32804.

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twenty-four (24) additional months, at the same rates, terms, and conditions commencing on January 27, 2021 and terminating on January 26, 2023.

The parties hereto duly execute this SECOND Amendment to become effective as of the date and year first above written.

MYRA PLANNING AND DESIGN, LLC	**CITY OF COCOA**
By: Myra A. Monreal (Name) Printed	**By:** Michael C. Blake (Name) Printed
Manager (Title)	Mayor (Title)
 12/16/2020 Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Diane Kozlak, Senior Buyer & Contracts Agent
Bryant Smith III, P.E., CFM

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

RFQ No. 16-01-COC (A)

This SECOND Amendment to the purchase agreement for Consulting Services for General Civil Engineering Services is made and entered into as of December 9, 2020 by and between the **City of Cocoa** and **Infrastructure Solution Services, LLC**, 7185 Murrell Road, Suite 101, Melbourne, Florida 32940

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twenty-four (24) additional months, at the same rates, terms, and conditions commencing on January 27, 2021 and terminating on January 26, 2023.

The parties hereto duly execute this SECOND Amendment to become effective as of the date and year first above written.

INFRASTRUCTURE SOLUTION SERVICE, LLC	**CITY OF COCOA**
By: Brian Stahl (Name) Printed	By: Michael C. Blake (Name) Printed
Managing Member (Title)	Mayor (Title)
Brian Stahl 01/04/21 Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Diane Kozlak, Senior Buyer & Contracts Agent
Bryant Smith III, P.E., CFM

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

RFQ No. 16-01-COC (A)

This SECOND Amendment to the purchase agreement for Consulting Services for Civil Engineering Services is made and entered into as of December 9, 2020 by and between the **City of Cocoa** and **Mead & Hunt, Inc.** P.O. Drawer 290247, Port Orange, Florida 32129-0247

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twenty-four (24) additional months, at the increased rates, terms, and conditions commencing on January 27, 2021 and terminating on January 26, 2023.

The parties hereto duly execute this SECOND Amendment to become effective as of the date and year first above written.

MEAD & HUNT, INC.	**CITY OF COCOA**
By: David King (Name) Printed	**By:** Michael C. Blake (Name) Printed
Vice President/Business Unit Leader (Title)	Mayor (Title)
 Signature 12/28/2020 Date	Signature Date

CC: Carie Shealy, City Clerk
Diane Kozlak, Senior Buyer & Contracts Agent
Bryant Smith III, P.E., CFM

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2021

Standard Billing Rates

Clerical	$75.00 / hour
Registered Land Surveyor	$140.00 / hour
Technical Editor, Biologist	$112.00 / hour
Technician I, Technical Writer, Administrative Assistant	$92.00 / hour
Technician II, Surveyor - Instrument Person	$112.00 / hour
Technician III	$127.00 / hour
Technician IV	$143.00 / hour
Senior Technician	$156.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	$124.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	$142.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	$153.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	$160.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	$169.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	$183.00 / hour
Senior Associates, Principal	$201.00 / hour

Expenses

Geographic Information or GPS Systems	$100.00 / day
Total Station Survey Equipment	$110.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, postage, permit application fees, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2021, and will remain in effect until December 31, 2021, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases. This schedule is subject to annual increases.

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

RFQ No. 16-01-COC (B)

This SECOND Amendment to the purchase agreement for Consulting Services for Stormwater Engineering Services is made and entered into as of December 9, 2020 by and between the **City of Cocoa** and **Infrastructure Solution Services, LLC**, 7185 Murrell Road, Suite 101, Melbourne, Florida 32940

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twenty-four (24) additional months, at the same rates, terms, and conditions commencing on January 27, 2021 and terminating on January 26, 2023.

The parties hereto duly execute this SECOND Amendment to become effective as of the date and year first above written.

INFRASTRUCTURE SOLUTION SERVICE, LLC	**CITY OF COCOA**
By: Brian Stahl (Name) Printed	By: Michael C. Blake (Name) Printed
Managing Member (Title)	Mayor (Title)
Brian Stahl 01/04/21 Signature Date	Signature Date

CC: Carle Shealy, City Clerk
Diane Kozlak, Senior Buyer & Contracts Agent
Bryant Smith III, P.E., CFM

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

RFQ No. 16-01-COC (B)

This SECOND Amendment to the purchase agreement for Consulting Services for Stormwater Engineering Services is made and entered into as of December 9, 2020 by and between the **City of Cocoa** and **Mead & Hunt, Inc.** P.O. Drawer 290247, Port Orange, Florida 32129-0247

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twenty-four (24) additional months, at the increased rates, terms, and conditions commencing on January 27, 2021 and terminating on January 26, 2023.

The parties hereto duly execute this SECOND Amendment to become effective as of the date and year first above written.

MEAD & HUNT, INC.	**CITY OF COCOA**
By: David King (Name) Printed	**By:** Michael C. Blake (Name) Printed
Vice President/Business Unit Leader (Title)	Mayor (Title)
Signature 12/28/2020 Date	Signature Date

CC: Carie Shealy, City Clerk
Diane Kozlak, Senior Buyer & Contracts Agent
Bryant Smith III, P.E., CFM

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2021

Standard Billing Rates

Clerical	$75.00 / hour
Registered Land Surveyor	$140.00 / hour
Technical Editor, Biologist	$112.00 / hour
Technician I, Technical Writer, Administrative Assistant	$92.00 / hour
Technician II, Surveyor - Instrument Person	$112.00 / hour
Technician III	$127.00 / hour
Technician IV	$143.00 / hour
Senior Technician	$156.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	$124.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	$142.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	$153.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	$160.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	$169.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	$183.00 / hour
Senior Associates, Principal	$201.00 / hour

Expenses

Geographic Information or GPS Systems	$100.00 / day
Total Station Survey Equipment	$110.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, postage, permit application fees, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2021, and will remain in effect until December 31, 2021, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases. This schedule is subject to annual increases.

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

RFQ No. 16-01-COC (C)

This SECOND Amendment to the purchase agreement for Consulting Services for Surveying Services is made and entered into as of December 9, 2020 by and between the **City of Cocoa** and **Southeastern Surveying and Mapping Corporation**, 6500 All American Blvd., Orlando, Florida 32810.

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twenty-four (24) additional months, at the same rates, terms, and conditions commencing on January 27, 2021 and terminating on January 26, 2023.

The parties hereto duly execute this SECOND Amendment to become effective as of the date and year first above written.

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION	**CITY OF COCOA**
By: **Thomas K. Mead, PSM**	By: Michael C. Blake
(Name) Printed	(Name) Printed
President	Mayor
(Title)	(Title)
Signature **December 9, 2020**	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Diane Kozlak, Senior Buyer & Contracts Agent
Bryant Smith III, P.E., CFM

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

RFQ No. 16-01-COC (D)

This SECOND Amendment to the purchase agreement for Consulting Services for Geotechnical Engineering Services is made and entered into as of December 9, 2020 by and between the **City of Cocoa** and **Ardaman & Associates, Inc.**, 1300 N. Cocoa Blvd., Cocoa, Florida 32922.

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twenty-four (24) additional months, at the same rates, terms, and conditions commencing on January 27, 2021 and terminating on January 26, 2023.

The parties hereto duly execute this SECOND Amendment to become effective as of the date and year first above written.

ARDAMAN & ASSOCIATES, INC.	**CITY OF COCOA**
By: Jason P. Manning, PE (Name) Printed	By: Michael C. Blake (Name) Printed
Vice President (Title)	Mayor (Title)
Signature 12/14/20 Date	Signature Date

CC: Carie Shealy, City Clerk
Diane Kozlak, Senior Buyer & Contracts Agent
Bryant Smith III, P.E., CFM

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

RFQ No. 16-01-COC (D)

This SECOND Amendment to the purchase agreement for Consulting Services for Geotechnical Engineering Services is made and entered into as of December 9, 2020 by and between the **City of Cocoa** and **Universal Engineering Services LLC**, 820 Brevard Avenue, Cocoa, Florida 32955.

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twenty-four (24) additional months, at the same rates, terms, and conditions commencing on January 27, 2021 and terminating on January 26, 2023.

The parties hereto duly execute this SECOND Amendment to become effective as of the date and year first above written.

UNIVERSAL ENGINEERING SERVICES LLC	**CITY OF COCOA**
By: Richard E Hoag Jr (Name) Printed	By: Michael C. Blake (Name) Printed
Regional Manager (Title)	Mayor (Title)
Signature 12/11/2020 Date	Signature Date

CC: Carie Shealy, City Clerk
Diane Kozlak, Senior Buyer & Contracts Agent
Bryant Smith III, P.E., CFM

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

RFQ No. 16-01-COC (E)

This SECOND Amendment to the purchase agreement for Consulting Services for Architectural Services is made and entered into as of December 9, 2020 by and between the **City of Cocoa** and **Architects RZK, Inc.**, 600 Florida Avenue, Suite 201, Cocoa, Florida 32922.

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twenty-four (24) additional months, at the same rates, terms, and conditions commencing on January 27, 2021 and terminating on January 26, 2023.

The parties hereto duly execute this SECOND Amendment to become effective as of the date and year first above written.

ARCHITECTS RZK, INC.	**CITY OF COCOA**
By: JOHN C. ZWICK	By: Michael C. Blake
(Name) Printed	(Name) Printed
PRESIDENT	Mayor
(Title)	(Title)
12.16.2020	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Diane Kozlak, Senior Buyer & Contracts Agent
Bryant Smith III, P.E., CFM

Legislation Details (With Text)

File #:	21-131	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	2/3/2021		**In control:**	City Council	
On agenda:	2/23/2021		**Final action:**		
Title:	Approve a Second Amendment to the Integrated Supply Agreement by and between Space Coast Auto Supply, INC and City of Cocoa by way of the new Sourcewell Fleet and Facility Related Vendor Managed Inventory and Logistics Solutions Contract #110520-GPC effective 12/29/2020 - 12/29/2024; Authorize the City Manager to execute the Second Amendment and approve a purchase order for FY-2021 Napa IBS Inventory and Parts Management Fees. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Extension 2020.pdf 2nd Addendum to NAPA Space Coast Auto Supply Integrated Supply Agreement - Clean.pdf Genuine Parts Contract 110520.pdf NAPA 07_24_18 Intergrated Supply Agreement.pdf 2021 IBS Amendment Letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 3, 2021
Agenda Date: February 23, 2021
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith III, P.E., Public Works Director / City Engineer
Requested Action:
Approve a Second Amendment to the Integrated Supply Agreement by and between Space Coast Auto Supply, INC and City of Cocoa by way of the new Sourcewell Fleet and Facility Related Vendor Managed Inventory and Logistics Solutions Contract #110520-GPC effective 12/29/2020 - 12/29/2024; Authorize the City Manager to execute the Second Amendment and approve a purchase order for FY-2021 Napa IBS Inventory and Parts Management Fees.

BACKGROUND:

On July 24, 2018, the City of Cocoa entered into a contract with Genuine Parts Company (dba NAPA Auto) to generally provide an integrated inventory solution at the City's fleet operations. That contract is dependent upon an underlying agreement (NJPA currently known as Sourcewell). Amendment #1 to the Sourcewell / NJPA Contract was executed in November 2020 which extended the existing contract until July 21, 2021. Pursuant to Section 3 of the City's Contract with Genuine Parts Company / Space Coast Auto Supply (NAPA), the Parties may extend the Contract by a mutual written agreement if the NJPA Contract is extended for a period less than or equal to the term of the

Sourcewell / NJPA Contract. Sourcewell recently rebid the Integrated Parts Solution contract. The new contract was awarded to Genuine Parts / Napa Integrated Business Solutions in December of 2020. The old Sourcewell Contract #061015 was replaced with Sourcewell Contract #110520-GPC (Fleet Supply Chain, Parts & Inventory Management). A Second Amendment was developed to The Integrated Supply Agreement by and Between Space Coast Auto Supply Inc and the City of Cocoa to recognize the new contract and extend this agreement through December 21, 2024.

The parts and inventory services provided by NAPA IBS / Space Coast Auto Supply; Inc. is an asset to the Cocoa Fleet Operations. Cocoa Fleet's parts availability has improved from 20% to 80%. This means 80% of the standard parts requested by Fleet technicians come directly from the in-house NAPA Parts Room or the local NAPA parts warehouses. This change has improved Fleet's overall response to our internal customers' needs.

NAPA IBS provides an Inventory Parts Specialist that has a vast network of parts warehouses to draw from, including other municipal IBS warehouses throughout Brevard County. In addition, Space Coast Auto Parts has four other stores to source parts from. Space Coast Auto Parts has a parts delivery service that our Cocoa IBS takes advantage of. This service is used to get the non-stocked parts promptly. The amount of stocked parts is limited to the size of the Cocoa Fleet Storeroom. NAPA IBS provides Fleet greater flexibility without requiring additional storage space. As an IBS Customer, Cocoa Fleet IBS has full access to the NAPA Total Automotive Management System, which is part of the NAPA IBS contract. All parts are provided with no markup and the City only pays for the parts used with a monthly management fee.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$117,000.00
Account Number	001-3540-519.34-00
Account Name	Contract Services

PREVIOUS ACTION:

Council authorized a one-year extension to the contract between the City of Cocoa and Genuine Parts Company (dba NAPA Auto) until July 21, 2021 at the August 12, 2020 meeting.

RECOMMENDED MOTION:

Approve a Second Amendment to the Integrated Supply Agreement by and between Space Coast Auto Supply, INC and City of Cocoa by way of the new Sourcewell Fleet and Facility Related Vendor Managed Inventory and Logistics Solutions Contract #110520-GPC effective 12/29/2020 - 12/29/2024; Authorize the City Manager to execute the Second Amendment and approve a purchase

order for FY-2021 Napa IBS Inventory and Parts Management Fees.

ADDENDUM #1

INTEGRATED SUPPLY AGREEMENT BY AND BETWEEN GENUINE PARTS COMPANY AND CITY OF COCOA

THIS ADDENDUM TO INTEGRATED SUPPLY AGREEMENT (this "Agreement") is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) ("NAPA"), **SPACE COAST AUTO SUPPLY, INC.** ("Space Coast") and the **CITY OF COCOA**, a Florida municipal corporation, ("CUSTOMER"), to be effective as of the ___day of July, 2020 (the "Effective Date").

WITNESSETH

WHEREAS, the NAPA and CUSTOMER entered into that certain Integrated Supply Agreement, dated July 24, 2018 ("Agreement"); and

WHEREAS, NAPA assigned, transferred, set over and delivered to Space Coast all of its rights, obligations, and interest, including any options to renew or extend the contract term, pursuant to an Assignment dated July 24, 2018 by and between NAPA, CUSTOMER and Space Coast, which is attached as Exhibit A of the Agreement; and

WHEREAS, Section 3 of the Agreement allows the Parties to extend the term of the Agreement if the NJPA is renewed or extended; and

WHEREAS, the NJPA was extended until July 21, 2021 and the Parties likewise desire to extend the term of the Agreement until July 21, 2021; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

Section 1. Pursuant to Section 3 of the Agreement, the term of the Agreement is extended until July 21, 2021. As the Sourcewell (f/k/a NJPA) Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the Sourcewell Contract is renewed or extended upon the mutual written agreement of the Parties. Further, as Sourcewell awards new successive agreements to NAPA following expiration of the Sourcewell Contract, any new contract number and/or new terms and conditions may be added with mutual agreement via a written amendment to this Agreement.

Section 2. All other terms and conditions set forth in the Agreement not modified by this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: Patrick Wolfe
Name: Patrick Wolfe
Title: Division Vice President

CITY OF COCOA

By: _____
Name: Stockton Whitten
Title: City Manager

SPACE COAST AUTO SUPPLY, INC.

By: _____
Name: Dan Dvorak
Title: President

ADDENDUM #2 TO INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
SPACE COAST AUTO SUPPLY, INC.
AND
CITY OF COCOA

THIS SECOND AMENDMENT TO INTEGRATED SUPPLY AGREEMENT (this "Amendment") is entered into this __ day of _____, 2021 by and between **SPACE COAST AUTO SUPPLY, INC.** d/b/a NAPA Auto Parts ("NAPA") and the **CITY OF COCOA**, a Florida municipal corporation ("CUSTOMER").

WHEREAS, pursuant to a competitive bidding and selection process by Sourcewell (f/k/a National Joint Powers Alliance) (hereinafter, "Sourcewell"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and Genuine Parts Company, a Georgia corporation ("GPC"), executed contract #061015 on July 21, 2015, amended by that certain Amendment to Contract #061015-GPC dated November 20, 2019 (hereinafter, the "Original Sourcewell Contract"), to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of Sourcewell, Members and User Agencies were authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Original Sourcewell Contract; and

WHEREAS, CUSTOMER, as a User Agency under the Original Sourcewell Contract, previously executed that certain Integrated Supply Agreement effective July 24, 2018 by and between CUSTOMER and Genuine Parts Company, a Georgia corporation, amended by that certain Amendment to Integrated Supply Agreement attached and executed simultaneously with the Integrated Supply Agreement, assigned to NAPA (the "Agreement"), pursuant to which NAPA has provided integrated business solutions services to CUSTOMER; and

WHEREAS, on December 23, 2020, pursuant to a competitive bidding and selection process by Sourcewell, Sourcewell and GPC executed contract #110520-GPC, pursuant to which NAPA may continue to provide a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions to User Agencies (the "New Sourcewell Contract"); and

WHEREAS, CUSTOMER remains a User Agency under the New Sourcewell Contract, and the parties agree that the New Sourcewell Contract is a vehicle by which CUSTOMER and NAPA may extend the term of the Agreement, and following NAPA and Sourcewell's execution of the New Sourcewell Contract, the parties hereto desire to so extend the term of the Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement or the New Sourcewell Contract.

2. **Term.** The parties hereby agree to extend the term of the Agreement until the first to occur of such date as the New Sourcewell Contract terminates or expires, or the earlier termination of the Agreement in accordance with the applicable terms and conditions of the Agreement. As the New Sourcewell Contract is renewed or extended, or upon the award of a successive contract from Sourcewell to NAPA for substantially the same products and services, the Agreement may be again renewed or extended for a period of time equal to or shorter than the period of time the New Sourcewell Contract is renewed or extended, or upon the award of a successive contract from Sourcewell to NAPA for substantially the same products and services, upon the mutual written agreement of the parties hereto. The Agreement shall terminate automatically upon the termination, for any reason, of the New Sourcewell Contract; provided that in the event Sourcewell awards to NAPA a successive contract for substantially the same products and services, this Agreement may be extended for the term of such successive Sourcewell contract. Notwithstanding the foregoing, either party may terminate the Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

3. **Conflict**. Except as hereby amended, the Agreement shall remain unchanged in full force and effect, and the Agreement remains enforceable against each of the parties and is hereby ratified and acknowledged by each of the parties. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.

4. **Counterparts**. This Amendment may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures Appear on Next Page]

[Signatures to Second Amendment to Integrated Supply Agreement]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

NAPA:	**CUSTOMER:**
SPACE COAST AUTO SUPPLY, INC.	CITY OF COCOA
_____	_____
	Stockton Whitten, City Manager
Printed Name:_____	
Title:_____	Date:_____
Date:_____	

DocuSign Envelope ID: 1767BDF6-9E98-490E-A853-6AD0C1B3B9DD

Solicitation Number: RFP #110520

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company d.b.a. NAPA Integrated Business Solutions, 2999 Wildwood Parkway, Atlanta, GA 30339 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires December 29, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

DocuSign Envelope ID: 1767BDF6-9E98-490E-A853-6AD0C1B3B9DD

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. All products supplied to a Participating Entity under the Contract are subject to the terms of written warranties provided by the manufacturer of each product, and Vendor shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the products supplied under the Contract. Copies of the manufacturers' warranties will be made available to the Participating Entity upon request. Vendor will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

DocuSign Envelope ID: 1767BDF6-9E98-490E-A853-6AD0C1B3B9DD

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

DocuSign Envelope ID: 1767BDF6-9E98-490E-A853-6AD0C1B3B9DD

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

DocuSign Envelope ID: 1767BDF6-9E98-490E-A853-6AD0C1B3B9DD

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

DocuSign Envelope ID: 1767BDF6-9E98-490E-A853-6AD0C1B3B9DD

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the

DocuSign Envelope ID: 1767BDF6-9E98-490E-A853-6AD0C1B3B9DD

address above “Attn: Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor’s Authorized Representative is the person named in the Vendor’s Proposal. If Vendor’s Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

DocuSign Envelope ID: 1767BDF6-9E98-490E-A853-6AD0C1B3B9DD

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of violation of applicable patent or copyright laws related to intellectual property rights owned, or represented as owned, by Vendor. Vendor will not provide copyright, trademark, or patent indemnity to Sourcewell or its Participating Entities for Equipment or Products supplied under the Contract which Vendor does not manufacture. Vendor will use reasonable commercial efforts to assist the Participating Entity in prosecuting any infringement indemnification claim against the applicable manufacturer.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

DocuSign Envelope ID: 1767BDF6-9E98-490E-A853-6AD0C1B3B9DD

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

DocuSign Envelope ID: 1767BDF6-9E98-490E-A853-6AD0C1B3B9DD

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

DocuSign Envelope ID: 1767BDF6-9E98-490E-A853-6AD0C1B3B9DD

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages permitted by the Contract. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

DocuSign Envelope ID: 1767BDF6-9E98-490E-A853-6AD0C1B3B9DD

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

DocuSign Envelope ID: 1767BDF6-9E98-490E-A853-6AD0C1B3B9DD

"work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

DocuSign Envelope ID: 1767BDF6-9E98-490E-A853-6AD0C1B3B9DD

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications provided that any such additional requirements must be accepted in writing by Vendor for any such requirements to be binding on Vendor. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 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 FR 12319, 12935, 3 C.F.R. §, 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. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. 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 C.F.R. § 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 C.F.R. § 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

DocuSign Envelope ID: 1767BDF6-9E98-490E-A853-6AD0C1B3B9DD

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 OMB guidelines at 2 C.F.R.

DocuSign Envelope ID: 1767BDF6-9E98-490E-A853-6AD0C1B3B9DD

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. Vendor does not guarantee compliance with the Buy American Act, except as may be negotiated with the Participating Entity on a case-by-case basis where compliance is required.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

DocuSign Envelope ID: 1767BDF6-9E98-490E-A853-6AD0C1B3B9DD

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). 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. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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 during 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. Vendor does not guarantee compliance with Section 6002 of the Solid Waste Disposal Act, except as may be negotiated with the Participating Entity on a case-by-case basis where compliance is required.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 12/21/2020 | 12:19 PM CST

Genuine Parts Company d.b.a.
NAPA Integrated Business Solutions

DocuSigned by:
By: Jett Kuntz
BBF6652DCC21445...
Jett Kuntz
Title: Vice President NAPA Fleet & IBS

Date: 12/23/2020 | 7:25 AM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 12/23/2020 | 11:40 AM CST

RFP 110520 - Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions

Vendor Details

Company Name:	Genuine Parts Company - NAPA Integrated Business Solutions
Does your company conduct business under any other name? If yes, please state:	NAPA Auto Parts, NAPA IBS
Address:	2999 Wildwood Parkway Atlanta, GA 20229
Contact:	Jett Kuntz
Email:	jett_kuntz@genpt.com
Phone:	770-855-2221
HST#:	58-0254510

Submission Details

Created On:	Thursday September 17, 2020 08:59:24
Submitted On:	Wednesday November 04, 2020 13:44:42
Submitted By:	Jett Kuntz
Email:	jett_kuntz@genpt.com
Transaction #:	e59f1323-082e-4ac8-a098-20b0fad79e43
Submitter's IP Address:	104.225.162.124

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Genuine Parts Company d.b.a. NAPA Integrated Business Solutions	*
2	Proposer Address:	Genuine Parts Company 2999 Wildwood Parkway Atlanta, GA 30339	*
3	Proposer website address:	www.NAPA-IBS.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jett Kuntz Vice President, NAPA Fleet & IBS 2999 Wildwood Parkway Atlanta, GA 30339 Jett_Kuntz@genpt.com (770) 855-2221	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jett Kuntz Vice President, NAPA Fleet & IBS 2999 Wildwood Parkway Atlanta, GA 30339 Jett_Kuntz@genpt.com (770) 855-2221	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tim Crowe NAPA IBS Marketing Coordinator 7150 South Fulton Street, Suite #300 Centennial, CO 80112 Tim_Crowe@genpt.com (720) 822-1264 Ryan Ouellette Director IBS Operations 2999 Wildwood Parkway Atlanta, GA 30339 Ryan_Ouellette@genpt.com (678) 934-5302	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials. In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for $40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of $75,000 and had only six employees. Over the last 92 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service as a way to outflank the competition. GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium and China and has approximately 50,000 employees and annual revenues exceeding $19 billion. In 1994, NAPA instituted a vendor managed inventory program called NAPA Integrated Business Solutions (NAPA IBS), bringing fleet inventory management solutions to government customers across the US and Canada. Today, NAPA IBS supports more than 400 fleet garages across the public and private sectors. With more than 92 years of distribution expertise, GPC's commitment and reputation for just-in-time service position us as a critical partner in our customers' success.
8	What are your company's expectations in the event of an award?	Our first order of business, if awarded, will be to renew/extend each of our 50+ current Sourcewell IBS contracts to the allowable timeframe. In 2015 when Genuine Parts Company responded to the RFP for the current Sourcewell contract #061015, we had 17 IBS operations using the contract. In the past five years, we have worked tirelessly to grow the contract and today have more than 50 IBS customers using it. Our current customers have seen the benefits and are eager to continue the completely integrated programs we have begun over the last decade. We are already working on providing our team of 15 IBS sales and marketing specialists in the US and Canada with initiatives to reach out to these customers in anticipation of an award. Our next order of business upon award would be a large-scale campaign to recruit new government agencies to our contract. We currently have 20+ new agencies awaiting award to begin using a new Sourcewell contract term. We already have specific digital tracking of Sourcewell contract opportunities through Salesforce.com and customized pipeline reporting and will be creating a Sourcewell customer testimonial and promotional video series and more that we will discuss in greater depth in our Marketing Plan responses. We will present the new contract to these 20+ agencies within the first 45 days after award. When looking at the government fleet sector, we have identified more than $500 million in potential new sales opportunity through NAPA IBS VMI services. With a new Sourcewell contract award, we estimate that we can achieve double the sales volume that we are doing today through new government contracts. Finally, we have more than 100 current IBS government customers in the US and Canada that are not currently using the Sourcewell cooperative for our contract. In the light of our current pandemic, we feel there will be many of these agencies who will be looking for contract solutions to keep our partnerships going with minimal effort and interruption. Our number one priority for these customers is to promote the Sourcewell contract as a vehicle to forego the RFP process when our current contracts come up for rebid. We feel good about our opportunities to convert many of these to Sourcewell contracts upon award. On another note, we are also currently working to drive Sourcewell revenues through our other related Sourcewell contracts, including MRO management and fleet auto parts, further strengthening our relationship with Sourcewell and our mutual business impact. All in, the opportunity to more than double our existing contract base using Sourcewell is our main objective with a new award.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Founded in 1928, Genuine Parts Company has had more than 90 years of financial growth and operational stability. This strength brings confidence to Sourcewell members who want to know they are doing business with a company that is here to support them long term. Today, GPC is a leading global distributor with scale and brand strength. We have a strong track record of strategic acquisitions to drive growth in large, fragmented addressable markets where we can leverage our distribution expertise, efficiencies and shared services across our portfolio of businesses. We continuously optimize our portfolio and organizational structure for profitable growth and year over year maintain a strong balance sheet, cash flow, disciplined capital allocation and history of consistent dividends. In 2019, we continued to grow through several strategic transactions designed to optimize our portfolio and create value for our stakeholders. All in, 2019 was a record sales year and we provided our shareholders with a 14.0% total return. Our financial results in 2019 reflect the positive impact of our strategic growth initiatives and continued focus on improving our operating performance, maintaining a strong balance sheet, driving meaningful cash flows and effective capital allocation. In 2020, the COVID-19 crisis has affected business and governments across the world and GPC has felt some of these effects as well. However, by focusing on the health and safety of our people and supporting agility in our operations, we have come through this stronger than ever and continue to grow. Overall, GPC has a strong history of sales and profit growth, increasing sales in 87 consecutive years and profits in 75. Additionally, 2020 marks our 64th consecutive year of increased dividends to our shareholders. For further information and documentation, please find our 2019 annual report in the document upload section of this response.	*
10	What is your US market share for the solutions that you are proposing?	With more than 400 IBS locations across the US, GPC/NAPA has an estimated 80 percent market share in the scope of the government vendor managed inventory services outlined in this RFP.	*
11	What is your Canadian market share for the solutions that you are proposing?	Within current government agencies that are doing vendor managed inventory programs in Canada, NAPA IBS has an estimated 90 percent market share. With 22 IBS sites across the country, including our cornerstone Sourcewell contract with the City of Toronto and eight other government IBS contract, our Canada operations are experienced and ready to grow their Sourcewell IBS footprint.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Genuine Parts Company has never petitioned for bankruptcy protection in our 92-year history.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP. Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts. In addition, NAPA Integrated Business Solutions (NAPA IBS) is a separate service offering that is made available through both our company-owned and independent operations. NAPA IBS is a trademarked, licensed brand exclusive to the NAPA family of stores. Through contractual assignment language, we are able to authorize our independent locations to perform the exact same services proposed within our response and have done so multiple times under our current contract. Additionally, in order to best serve our Sourcewell customers, we have a vast network of more than 1,400 outside suppliers available exclusively through our NAPA IBS network, that we partner with to be a full service, turnkey sourcing solution for government fleets that require more product than the NAPA system alone can provide. In these cases, we act as a service provider in procuring parts and managing those vendor relationships. All functions of this work are done by GPC employees or independent store employees. Typically, we do not hire third-party employees on any contracts unless specifically asked for by a government agency.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Genuine Parts Company holds current business licenses to operate, as well as brick-and-mortar infrastructure, in each of the 50 states as well as Canada. With our company and independent store network, it is important to note that NAPA has current business licenses to do business in more than 6,000 markets with existing Sourcewell members today. What this means to the members is that there are local businesses with tax paying citizens working in those markets ready to serve them today.	*

15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Genuine Parts Company has not had any suspension or debarment action applied to our organization in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcewell Pioneer award at Sourcewell’s H20 conference for his vision, commitment and drive to grow the current Sourcewell VMI contract. In the last five years, the contract has grown exponentially through Jett’s and the IBS team’s commitment to cooperative purchasing. In their press release announcing the award, Sourcewell stated: “Jett has supported Sourcewell’s mission beyond cooperative purchasing. He shows great respect for other people in a manner that is rarely as authentic and genuine. He is committed to the cause, confident in supporting what they commit to, and willing to go where others cannot see a way. And like the other Sourcewell Pioneers, he has always been willing to share information and ideas with fellow vendors to help them grow their contracts. He was part of our 1st Vendor Advisory Committee and remains an active committee member helping guide our growth and represent the vendor voice as we plan for Sourcewell’s future.” Our vendor managed inventory services with IBS are also awarded with the successes of our customers. Over the past 26 years our NAPA IBS customers have received hundreds of local and national awards. In Government Fleet Magazine’s 2019 Leading Fleet Awards, the following fleet organizations received awards of operational excellence and have attributed part of their success to NAPA IBS. These awards are given to the best fleets, all of the below being current NAPA IBS customers and many of which being Sourcewell members, for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business. Current NAPA IBS Customers Awarded as Leading Fleets in 2019 (in alphabetical order): • City of Cape Coral, Fla. • City of Denton, Texas • City of Dublin, Ohio • City of Fort Worth, Texas • City of Greenville, S.C. • City of Lakeland Fleet Management, Fla. • City of Sacramento, Calif. • City of Tempe, Ariz. • City of Ventura, Calif. • County of San Diego • County of San Luis Obispo, Calif. • County of Sonoma, Calif. • Hillsborough County, Fla., Fleet Management Department • New York City Fleet • Ventura County, Calif., GSA Fleet Services Current NAPA IBS Customers Mentioned as Notable Fleets in 2019 (in alphabetical order): • Broward County Sheriff's Office, Fla. • City of Grand Prairie, Texas • City of Marietta, Ga. • City of West Jordan, Utah • Cobb County Fleet Management, Ga. • New York City Department of Transportation • New York City Police Department • Pasco County, Fla. • Sarasota County Government, Fla.	*
17	What percentage of your sales are to the governmental sector in the past three years	Of our 400+ IBS locations, Government (City, County, State, DOT, Government Utility) and Education (Higher Ed/K-12) comprise about 60 percent of our overall purchase volume in vendor managed inventory services. Of that government market, approximately 80 percent is traditional government and 20 percent is education. We also have very large customers in the private sector (airlines, construction, utility, private fleets) that are a significant portion of our IBS services. It is a tremendous value to our government customers that we have information on vendors from our private sector business as it broadens the scope of availability on OE and MRO supplies for our government and education fleet customers.	*

18	What percentage of your sales are to the education sector in the past three years	Our education customers can be divided into K-12 bus fleets and higher education fleets. Traditional K-12 fleets have been the majority of purchases for us in the last three years. However, we have seen a significant uptick in Sourcewell members in the higher education category contracting with us. Of our total government volume, education is roughly 20 percent of our sales.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NAPA has a mix of state, provincial and cooperative purchasing contracts that make up our government business segment. We have 40 standalone and cooperative state contracts for traditional automotive parts. Within the scope of vendor managed inventory services, we also have state and cooperative contracts that provide the specifications required by this RFP. A summary of each type of contract we currently hold is below. Traditional Parts Business: Direct Contracts with States (no coop): Total average annual contract value past 3 years = $36.5 million State of Delaware State of Georgia State of Idaho State of Iowa State of Massachusetts State of Mississippi State of New Jersey State of Utah State of Virginia State of W. Virginia Cooperative Contracts: NASPO: 18 States Total avg. annual contract value past 3 years = $35 million Sourcewell: 3 States + Individual Cities Total avg. annual contract value past 3 years = $25 million Vendor Managed Inventory (IBS) Business: Direct Contracts with States (no coop: Total average annual contract value past 3 years = $33.8 million State of Arizona State of Illinois State of Kansas State of Ohio Cooperative Contracts: Sourcewell: 3 States Total average annual contract value past 3 years = $12.0 million State of Georgia State of Illinois State of Massachusetts	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NAPA IBS holds no GSA contracts.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Sacramento, CA Department of Public Works Fleet Division	Mark Stevens Fleet Manager mstevens@cityofsacramento.org	916-808-5869	*
City of Ventura, CA Public Works Department	Mary Joyce Ivers Deputy Public Works Director mjivers@cityofventura.ca.gov	805-701-7315	*
Polk County, FL Fleet Management Division	Robert Biller Director, Fleet Management robertbiller@polk-county.net	863-534-5660	*
We have additional letters of recommendation for all three references attached in the supplemental document upload section of this response.	We have additional letters of recommendation for all three references attached in the supplemental document upload section of this response.	We have additional letters of recommendation for all three references attached in the supplemental document upload section of this response.	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Chicago Transit Authority	Government	Illinois - IL	Vendor managed inventory services. Master warehouse that services 20 City bus and rail garages for the second-largest transit authority in the US.	Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors.	2020 YTD: $55,365,549 2019: $70,838,159 2018: $68,722,731	*
City of Chicago Fleet	Government	Illinois - IL	Vendor managed inventory services for 14 on-site parts rooms servicing the City's fire, police, sanitation, parks, aviation and general fleets.	Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors.	2020 YTD: $20,323,676 2019: $28,098,757 2018: $27,280,538	*
City of New York Fleet	Government	New York - NY	Vendor managed inventory services for 17 on-site parts rooms servicing the City's fire, police, sanitation, DOT, parks, corrections and general fleets.	Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors.	2020 YTD: $19,639,682 2019: $23,925,781 2018: $20,285,905	*
Ohio Department of Transportation	Government	Ohio - OH	Vendor managed inventory services with onsite personnel in each of 12 DOT districts servicing more than 100 downline shops statewide supporting all DOT fleet operations, including snow removal, mowing, highway maintenance and more.	Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors.	2020 YTD: $19,899,819 2019: $21,439,285 2018: N/A	*
City of San Diego Fleet	Government	California - CA	Vendor managed inventory services for current Sourcewell customer with an on-site parts room with single-source delivery service to 11 garages supporting the City's police, fire, public works, sanitation, parks, golf course and utility fleets as well as MRO products.	Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors.	2020 YTD: $8,979,109 2019: $11,622,621 2018: $11,076,795	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	NAPA IBS has 100% coverage of the US through full-time NAPA IBS dedicated sales representatives across our 6 automotive company divisions: Our NAPA IBS United States Sourcewell sales force includes 16 Sourcewell sales execution specialists: Eastern Division – Terry Ryan, Lis Malysa – CT, DE, MA, ME, NH, NJ, NY, PA, RI, VT Mid-Atlantic Division – Josh Peters, Ron Nelson, Steve McNeal, Dan Bigham and Rich Huzi – DC, IN, KY, MD, NC, OH, PA, SC, TN, VA, WV Mountain Division – Dale Clark, Hunter Beal, Vicky Donio – AK, CO, ID, MT, OK, ND, NM, SD, TX, UT, WA, WY Midwest Division – Steve Brisco, John Marchese – IA, IL, KS, MI, MN, MO, NE, WI Southeast Division – Peter Purpura, Mark Smith – AL, AR, FL, GA, LA, MS, TN Western Division – Mike Picardi, Robert Sperry - AZ, CA, HI, OR, NV, WA In addition to our dedicated sales force in the US, we have local teams in every major market that are knowledgeable about and invested in promoting the Sourcewell program. Our local General Managers, District Managers, Commercial Sales Managers, Wholesale Managers and Area Managers make up another 250+ NAPA team members who are tasked with growing this contract. Napa will be also supporting the Sourcewell contract amongst 4 regions across Canada. Below is an organizational breakdown that demonstrates how it will be supported in the Atlantic, Quebec, Ontario and the Western region. Central & East Regions – Stephanie Cooney-Mann – ON, MB, NS, PEI, NB, NF Quebec Region – Pierre Berthiaume - QC West Region - Troy Sawada – BC, AB, SK NAPA IBS Headquarters Sourcewell Contract Support – United States Jett Kuntz - Corporate Vice President NAPA IBS • Responsible for all business category segments of IBS sales and operations including, project implementation, personnel development, operations, contracts, software integrations and marketing • Senior, single point of contact for all Sourcewell contract questions Ryan Ouellette - Director of Operations – NAPA IBS • Responsible for building a rock-solid operations platform to enhance our current operations and assist the roll-out of new locations Tim Crowe – Marketing Coordinator – NAPA IBS • Manages NAPA IBS Digital Marketing and Salesforce.com database efforts • Coordinates Digital Marketing for Sourcewell publicity and marketing efforts Matt Chapman - IBS Inventory Control Manager • Manages NAPA IBS national “Vendor Spend” analysis • Identifies reasonably achievable pricing cost schedules by supplier and/or industry • Identifies targets for potential national vendor buying agreements • Coordinates non-NAPA product line database to promote national inventory and sales reporting • Reviews opportunities to move unproductive inventory to other IBS sites reducing obsolescence • Provides feedback and input on IBS inventory control improvements Eric Maurey – IBS Operations Manager • Establishes and provides oversight of standardized procedures • Reviews operational initiatives for increased efficiencies • Reports to upper management on operational key performance indicators (KPIs) of our group • Establishes and reviews corporate IBS Policies and disperses them to the field • Oversees implementation of service and accountability initiatives • Sourcewell audit reporting reconciliation specialist Collin Garner - IBS Legal Counsel • Reviews all documents before we execute an RFP response, contract change or new agreements • Negotiates and coordinates all Sourcewell and IBS contract documents

Donna Wright-Walsh – IBS IT Director
- Maintains relationships with major fleet software providers
- Oversees all software integration and IT reporting efforts
- Reviews new technology issues to improve platform compatibility

NAPA IBS Headquarters Sourcewell Contract Support – Canada

Gerry Tadeo – Director, IBS Store Operations
- Responsible for all business category segments of IBS sales and operations including, project implementation, personnel development, operations, contracts, software integrations
- Responsible for building a rock-solid operations platform to enhance our current operations and assist the roll-out of new locations

Darren Rest – Specialists, Bids & Quotes
- Lead proposal development including RFPs, RFIs, RFQs and RFSOs, as well as maintaining pertinent related electronic documentation, managing proposal drafts and researching content.
- Lead efforts to ensure accurate and effective logging, tracking, preparation and completion of high-quality proposals to support NAPA's sales activities.
- Develop and foster relationships with Regional Specialists to capitalize on sales opportunities pertaining to Government & large Fleets.

Barbara Schryver – IBS Inventory Coordinator
- Coordinates non-NAPA product line database to promote national inventory and sales reporting
- Reviews opportunities to move unproductive inventory to other IBS sites reducing obsolescence
- Provides feedback and input on IBS inventory control improvements

Martin Rolland – Uap Inc. Legal Counsel
- Reviews all documents before we execute an RFP response, contract change or new agreements
- Negotiates and coordinates all Sourcewell and IBS contract documents

Gilles Desrochers – Director, Store Computing/Integration
- Oversees all software integration and IT reporting efforts
- Reviews new technology issues to improve platform compatibility

24	Dealer network or other distribution methods.	NAPA IBS promotes the Sourcewell vendor managed inventory contract to all of our 6,000+ stores nationwide. Our dealer network is broken out into 5,000 small business independent stores and 1,000 company-owned NAPA stores. These stores and our 400 unique vendor-managed locations are supported by our 52 master distribution centers that contain more than $1 billion of fleet parts and other replenishment inventory for our network. The value of this network to Sourcewell members lies in our ability to provide inventory, distribution and local support in any area of the US or Canada without having to incur excessive mobilization or freight times or charges. If a member wants to implement our services, chances are we already have boots on the ground in their location who are trained and ready to support them right away. Our network is available 365 days each year to get our customers the parts they need in the most efficient way possible. Our network starts with the 5,000 local, small business NAPA stores that support Sourcewell in the areas where they operate. Many municipalities, such as the City of Tuscaloosa, Ala., place a strong emphasis on supporting local businesses and our local NAPA network in the City helped them do just that. When they had a need for fleet parts support, they were able to use our Sourcewell VMI contract to not only capture the benefits of the IBS program, but also support our local NAPA store owner, Joseph Roberto, and his operation that consisted of employees who lived and worked in the City in which they were serving. Our internal independent NAPA network supports local, small business across the US and Canada, but that's just one way we do that. We also have dedicated efforts across our local operations and our corporate footprint as a whole to support minority-, women- and veteran-owned and disadvantaged businesses in all of our sourcing activity. Whether a contractual obligation or a good-faith effort, this is an important cornerstone of our community support policy for IBS. In addition to our 5,000 local small business independent NAPA stores, we have the strength of our corporate-owned distribution network backing up the IBS program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to our Sourcewell member customers. They also take advantage of our sister companies like Motion Industries, all under the Genuine Parts Company organization, that provide non-fleet distribution across the US and Canada, including industrial supplies, office products, MRO products, equipment and more. Furthermore, NAPA Auto Parts partners with over 14,000 independent automotive repair shops to provide high quality automotive repair and maintenance parts to ASE service professionals. NAPA AutoCare is the largest network of independent mechanics in North America. So, if it is time for routine maintenance or if a Sourcewell member needs major repairs, there is a NAPA AutoCare ASE Certified mechanic nearby. NAPA is highly motivated in partnering Sourcewell members contracted with IBS with our independent network of repair facilities to increase their technician productivity and reduce asset downtime by contracting out certain jobs to local small business NAPA AutoCare facilities. Ensuring the same quality parts are being used on all Sourcewell members equipment and possibly reducing costs by reducing the need of overtime contract mechanics for automotive work. All of our stores, whether under corporate or independent ownership, have the ability to source and stock the products that our customers need, whether NAPA branded or sourced from our outside network. This provides members the choice of what fits their fleet and facilities operations best while still having the power of our network to provide it. We currently work with more than 1,300 outside vendors in the IBS program that supply a wide variety of product categories and provide a basis for comparison for our customers on price, quality and service so they know they are getting what they want for their dollars.	*

25	Service force.	NAPA employs thousands of store, area, district, divisional and national sales and operations professionals to help execute our IBS programs and put boots on the ground in all areas across the US and Canada. The dedicated sales and operations team outlined in question #23 are solely focused on business development, compliance, and operation in all IBS contract engagements in the US and Canada. In addition, they do offer road service and manage the contract process throughout the life of the contract for our company and dealer network for IBS services. They are involved in contract selling, contract negotiation, mobilization, initial vendor management, and project implementation. After the launch of our IBS locations, the IBS sales representative remains involved with the contract to ensure we are meeting benchmarking and key performance indicators for the customer. They are a vital part in bringing outside of market information to the fleets and maintenance facilities we service. Our IBS contract sales force are a mobile field-driven sales team and are available to service the customers at their locations and to assist our existing on-site parts management team in any endeavor. The following is a look at the overall process flow for selling and managing Sourcewell contracts, along with which teams are involved at each stage: 1. NAPA IBS HQ team sets standard operating procedures. 2. Sales force promotes the contract to customers. 3. Service force executes contracts and opens and manages sites. 4. Marketing team conducts regular business reviews to promote contract retention. 5. HQ team ensures compliance, reporting and overall growth.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service process and procedure support breaks into three categories: Sourcewell Contract Sales Process (Pre-Contract), Sourcewell Contract Implementation/Project Startup Process (Post Contract), and Sourcewell “Live Project” Process (Continuous Improvement Process) **Note** All resources listed in this section are already in place and immediately available to respond to the award and commitments of a Sourcewell contract and subsequent contract marketing, mobilization and implementation. Sourcewell Contract Sales Process – Pre Contract Our NAPA IBS Vice President – Jett Kuntz – and the team of 10 dedicated Sourcewell IBS contract sellers are responsible for selling and promoting Sourcewell IBS contracts to our thousands of prospective candidates to use the Sourcewell contract for our services. This team will promote the contract using the marketing tools listed in our RFP response. Their responsibility will be to work with fleet management, procurement, finance, accounting and administration to build the best-in-class total IBS solution customized for their specific contract. They will coordinate the contract details, work with local NAPA management teams on personnel, inventory and implementation. This team will do the hard core analytics with fleet and warehouse management to determine the best solution for the customer. NAPA IBS believes in face-to-face customer service – so our teams are dedicated to work directly with customers in their shops to help them build the best vendor managed strategy for their operation. In conjunction with our sales effort – GPC provides NAPA IBS with dedicated legal resources to expedite the contract negotiation and finalization process. Our legal contact – Collin Garner – is available as an immediate resource to Sourcewell, our sales team, and our Sourcewell contract members to answer questions and expedite documents for contracts. This has been a huge benefit for our Sourcewell customers because of the speed of response on contract questions and finalizations. Sourcewell Contract Implementation/Project Startup Process – Post Contract After a contract has been finalized – our entire IBS operations organization immediately kicks into gear as we mobilize the vendor managed on-site location. Our headquarters support team listed in question #23 of this response is in charge of implementing the new project and performs the following mobilization support tasks: 1) Databases Sourcewell contract in our in-house contract managing database 2) Establishes contract pricing in the new site 3) Coordinates IT efforts to support on-site point of sale and any special IT initiatives 4) Verifies reporting systems for Sourcewell contract reporting 5) Initializes our in-house on-line project management tools for the field 6) Reviews internal business plan proposal to ensure contract compliance 7) Finalizes specific key performance indicators and baseline benchmarks for our customer

Next – our local field teams that will operate the day-to-day operations are mobilized according to the launch time-line of the project. The power of NAPA IBS is our phenomenal local support teams that execute the terms of our agreements. The support team that will work with our NAPA IBS sales team to mobilize the project include:

Local mobilization teams are comprise of members of our company that execute an IBS contract site implementation that includes initial inventory of customer's fleet parts and supplies, staffing, training, reporting, vendor initialization, billing services, IT connection, and site planning.

On company-owned locations, these efforts are led by our GPC District Manager and District Operations Manager for the particular market. NAPA has 50+ District Managers and District Ops Managers in place to mobilize any new IBS efforts. On the independent store side, we have GPC support resources to help our small business owners implement the same structure within their IBS location. These efforts are led by our GPC Distribution Center (DC) Management Team and their support staff. New independent Sourcewell IBS contracts will be led by a team of DC General Managers/ DC Operations Managers and the local market Commercial Sales Manager for that store's market. *

All IBS new store installations are also aided by a vital added-value part of our effort: the NAPA Systems Selling Group team. This is a dedicated group of NAPA product managers that will assist in a mobilization through inventory efforts, product identification, and product cross-over databasing and fleet surveys to assist any operation in finding the correct stocking level for their products. This exclusive NAPA team includes:

- Filtration/Heavy Duty Product Support
- Undercar (Brakes/Chassis) Product Support
- Electrical/Underhood (Batteries, Rotating Electrical, Engine Management) Product Support
- Heating and Cooling Product Support
- Paint and Body Product Support
- Tools and Equipment Product Support

A final, important part of our site mobilization team is our IT team – every market has dedicated IT members who install our point-of-sale systems in IBS locations. In addition, our HQ IT team will work with this TAMS team and the customer to make sure any software integrations, billing procedures, and invoicing requirements are met.

Sourcewell "Live Project" Process (Continuous Improvement Process)

Once our site is live and the local operations have begun executing the services outlined in our contract, we feel a major part of our process and procedures include continuous improvement processes and continuous communication steps with our Sourcewell contract customers.

Each contract should have well-defined key performance objectives. Typical objectives include daily service rate, special order tracking, core and return tracking, daily parts fill-rate goals, down vehicle reports, inventory effectiveness, and parts cost comparisons. NAPA IBS has developed exclusive tools to measure these types of KPI's included in our contract.

The baseline of our continuous improvement program includes regular reviews of the business processes, inventory baselines, vendor management, and store operations. NAPA IBS has developed a solid regular business review process that we make a mandatory part of our offering. The Sourcewell contract customer will work with NAPA IBS on specific reporting and service measurables within our contract, and these will be reported during our regular business reviews. Usually these reviews are weekly in the first 90 days, monthly in the next 90 days, and quarterly after the first 6 months of operation.

These business reviews are conducted using a proprietary digital business review tool that streamlines and regulates the review process and includes customer input, feedback and scoring to ensure we are delivering above expectations. We have included a sample business review document as an attachment. Bottom-line, the only way we deliver continuous improvement is to communicate with ALL LEVELS of our contract customers to ensure the on-site location is performing to the expectations of our customer.

The last step of process and procedure accountability for our process after we go live is our Divisional and Headquarters quarterly review of all Sourcewell contracts. Our Division Vice Presidents and NAPA Headquarters operational staff outlined in this response review the Sourcewell contract and subsequent business review reports produced by our local operations to ensure contract compliance.

		NAPA IBS/Genuine Parts Company has countless dedicated resources to ensure a great Sourcewell contract experience for Sourcewell members when they engage in an IBS contract.	
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	NAPA IBS is superiorly able and willing to provide all products and services in this RFP to Sourcewell participating entities in the United States. NAPA IBS has the unparalleled ability to provide our services to Sourcewell participating entities across the United States and we are already doing so today. We are currently actively under more than 50 contracts using Sourcewell with cities, counties, states, DOTs, K-12 and higher education institutions in the United States. We are able to accomplish this through our vast network of 55,000+ employees, our database of hundreds of fleet professionals that we work with every day to develop innovations and best practices, the support of NAPA headquarters to invest in programs and solutions that will benefit our customers, and our extensive distribution infrastructure. 6,000 NAPA stores and 52 large distribution centers nationwide make it really easy to get customers what they need, whether from our internal supply chain or by sourcing from supplier partners that we have spent decades building great relationships with. In sum, we have more than $1 billion in NAPA inventory across our distribution network, $175 million of which is dedicated specifically to IBS VMI parts rooms. Out of our 55,000 employees, nearly 5,000 of them have hands in the selling and operating processes that aide this contract development and execution and 1,100 of them are solely focused on NAPA IBS customers. Long story short, whatever the product is, we have the people and resources to get it. We have an incredible existing relationship with Sourcewell that demonstrates, year over year, our willingness to participate fully in this program. Sourcewell is the only cooperative contract that IBS holds in the US and it is an integral part of our selling and marketing fabric. Our national sales team and local support teams are well versed in presenting the Sourcewell solution to existing members and non-members and it is one of the first points raised when discussing simplifying VMI contract processes for governments. Beyond our current contract performance, we have further invested in our Sourcewell relationship through the other contracts we hold with Sourcewell, including Fleet Parts, MRO VMI, and Lifts & Equipment contracts. We also partner with Government Sourcing Solutions, a procurement consulting organization closely tied to Sourcewell, to help us seek out existing members and non-members to approach about the Sourcewell opportunity. Our plan is to expand upon our success with the current Sourcewell contract to grow into new business areas and solutions for many Sourcewell members.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NAPA IBS is superiorly able and willing to provide all products and services in this RFP to Sourcewell participating entities in Canada. NAPA IBS in the US and Canada work as one and we are excited about the possibility of expanding use of the Sourcewell contract in Canada. They have existing IBS vendor managed sites within government operations, including a Sourcewell contract with the City of Toronto, today. We have a dedicated sales staff in place today that is trained and ready to execute a similar marketing plan that we are using in the US to further grow our Canadian footprint with Sourcewell. NAPA has a strong presence in every region and is fully capable of serving the Canadian geographical locations described in this RFP of current and future Sourcewell members and represented associations. NAPA has a national presence from coast to coast across Canada. Thanks to our 600-store network and our strategic distribution centers locations, we can meet all members' needs in a short amount of time, wherever they are operating. In addition, NAPA IBS Canada is already engaged in fleet related trade organizations, including NAFA, RMA and Kinetic GPO, where we have easy access to promote and market the Sourcewell message. Our team is in place, the training is ready to go, and our NAPA Canada team would be ready to promote day one of an award. Finally, Genuine Parts Company and NAPA IBS can provide Sourcewell with future international expansion of the co-operative contract solution for what we do. GPC owns operations in Australia, New Zealand and Mexico as well. Our IBS efforts in those markets are just underway and could prove to be an excellent opportunity to help promote co-op solutions internationally.	*

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our NAPA IBS is available in all 50 states and every Canadian province. We have a unique capability of having ready-to-go staffing and brick and mortar support as well as nightly parts and supply distribution into all 50 states. With over 6,000 stores across all 50 states (and many US Territories) and 52 master warehouses we offer a unique way for our locations to get parts and supplies delivered at extremely low costs to our customers. In addition, our IBS services are available to all government (city, county, state, utility, transit, airports, etc.) and education (state universities and school bus garages) institutions. Non-profits can also be serviced under our IBS program if the program fits their needs.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAPA IBS can service every vertical listed in the RFP: Government, Education and Non-Profit. If there is a fleet or warehousing service need with a Sourcewell member, NAPA IBS can customize our solution for that customer. For example, today the IBS program currently operates parts rooms in all of the following verticals and more: • Municipal, State and Federal Fleets • Facilities Management • General Services Warehousing • Public Transit • Education • Aviation Management • Public Works • Sanitation • Transportation • Police • Fire • Utility • Parks & Recreation • Golf Courses • Forestry • More NAPA operates in all 50 states and all Canadian provinces and has no geographical limitation on providing VMI services to Sourcewell members. We even have distribution centers and current NAPA IBS operations in Alaska and Hawaii that increase our service ability and reduce freight concerns for those regions. One area where we feel we can improve our footprint with Sourcewell is in the non-profit sector, including hospitals, charity and other organizations. Regardless of the size of their fleets, these organizations have ways that we can help them manage their inventory better, and our MRO and warehousing management capabilities can be a good way to grow our Sourcewell business in that sector.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We have no requirements or restrictions for Alaska or Hawaii within the services in our RFP. NAPA IBS has brick and mortar warehouse locations and employees in both Honolulu and Anchorage as well as multiple company and independent NAPA dealers in multiple markets in both states that can and currently provide the services outlined in this RFP. The only US territory that we do not service is Puerto Rico.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	NAPA IBS has a national team dedicated to marketing and growing our most important contracts, including everything Sourcewell. In addition to training this team on selling the value of our Sourcewell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents. • NAPA IBS Website – public facing marketing and lead generation website that prominently displays our Sourcewell contract details and links to Sourcewell's contract page. • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcewell prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Sourcewell customer case studies, Sourcewell benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (Powerpoint slides) that promote the benefits of implementing Sourcewell contracts. • Video Content – we are in the process of developing specific video content that discusses Sourcewell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Fleet Industry Events – NAPA IBS sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Sourcewell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: National Events o NAFA I&E www.NAFA.org o Government Fleet Expo (GFX) www.governmentfleetexpo.com o FleetCon presented by FleetPros www.FleetPros.org Regional Events o Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org o Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our primary use of technology in promoting our Sourcewell contract is through the NAPA IBS website. Our website is a public-facing lead generation site that explicitly displays our Sourcewell partnership to prospective customers. The site also drives visitors to a contact page where we can collect fleet data and automatically pass it on to our local sales representative who is a trained expert on selling our Sourcewell option. When a prospect fills out the contact form, an email is automatically generated and sent to not only the local sales representative, but also to NAPA IBS executive and sales leadership to ensure prompt follow-up. We track all of this activity to measure our success rates and Sourcewell contract growth. The IBS website also contains digital tools and materials to help our team sell the Sourcewell VMI contract. It has a suite of presentation elements, which we use digitally these days to connect with prospects remotely and safely, as well as embedded testimonial videos that discuss how Sourcewell has helped real customers. These materials are also available to our entire NAPA store network to help them identify and educate potential Sourcewell customers that they already work with. Additionally, we use Salesforce.com, our customer relationship management system, to automatically track communication with Sourcewell customers and prospects through an integration with our Outlook email system. This allows our sales team to communicate more effectively with prospects and allows management to track pipeline movement and help drive results. Social media, such as LinkedIn, is an avenue we use to both network with fleet decision makers who we can educate about Sourcewell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcewell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract. While we are proud of the digital efforts we make, we can always do more. Moving forward, we are considering ideas such as adding a specific Sourcewell information section to our web contact form on www.NAPA-IBS.com. We are also interested in adding a Sourcewell link into applicable government email communications from our sales team to increase exposure and drive Sourcewell conversations.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We feel it is our job to educate our sales team on Sourcewell and make it an integral part of the way they sell the IBS solution to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcewell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcewell can help the marketing effort: • Marketing Materials – Sourcewell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcewell contracts. • Continuing Education – provide our team with access to Sourcewell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls with your team. • Government Contacts – supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcewell IBS contract. • Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcewell contracts.	*

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us: • NAPA ProLink: NAPA ProLink is an exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or IBS locations. It gives the customer direct digital access to our catalog of more than 465,000 SKUs, all available on this contract. • Fleet Software Integrations: Our IBS sites offer a more in-depth digital solution to on- and off-site customers who want to order from us electronically. Integrating a shop's fleet software system into our inventory management and point-of-sale platform allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more. • Enterprise E-Procurement: NAPA IBS has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	NAPA IBS has a unique position in fleet related services as we are the only company in this space that houses our own internal technician training on-site, on-line, and manufacturer based shop training – all in one package. Genuine Parts Company has made the investment to have our own certified technician training in-house – all with the purpose to help our fleet customers drive efficiency in their operations and to ensure their technicians receive the most up-to-date training to keep their fleet vehicles on the road. A sample of our NAPA IBS exclusive Autotech training course offerings is included in the supplemental uploads. Our customer needs for training vary, so we have a mix of free training – offered by dedicated NAPA Product Support teams – as an added value to our customers, in categories including: Filtration/Heavy Duty, Undercar (Brakes/Chassis), Electrical/Underhood (Batteries, Rotating Electrical, Engine Management), Heating and Cooling, Paint and Body, Tools and Equipment. This training is part of the fabric of any customer that has a NAPA IBS contract and will be available to Sourcewell members. In addition, Autotech has online and on-site training courses available for an additional fee. NAPA also works with a select group of non-NAPA suppliers that are able to provide resources and customer product training upon request. The size and scope of any requested training will determine any fees associated with these opportunities. All fees would be passed through to the customer at our cost with no markup. All onsite and online training can be bundled and easily tracked by a government agency through our www.NAPATraining.com website. This is a one-stop location for government fleet professionals to track and manage all training activities within their operations.	*
37	Describe any technological advances that your proposed products or services offer.	The IBS HUB, a NAPA IBS exclusive technology platform, revolutionizes the way that NAPA conducts business with government fleet customers and is available to all Sourcewell members at zero cost to them. The IBS HUB replaces typical invoicing/point-of-sale technology and replaces it with a work order and inventory management tool that has point-of-sale functionality built into it. All functionality inside of the IBS HUB was designed to make our NAPA IBS team members more efficient in routine processes so that they can focus on the important task of procuring parts to help keep our customers' fleets up and running. The IBS HUB directly impacts how an IBS operates, removing inefficient time-consuming activities and replacing them with intuitive interactive processes. Improvements that your Sourcewell members gain through the IBS HUB include, but are not limited to: • Order Management (Work Orders) • Inventory Management • Local Supplier Management	

- Inventory Barcoding
- Inventory Receiving and Reconciliation
- Automated, Accurate and Consistent Reporting.
- Ease of Integration
- IBS Network Wide Supply Chain Visibility

NAPA IBS has a dedicated team that works exclusively on enhancements to the IBS HUB system that will continue to add value to all IBS customers. One of our most recent value add additions is our IBS HUB Remote Consignment module.

The IBS HUB Remote Consignment Module adds functionality to the IBS HUB to facilitate offsite remote inventories that are not directly managed by on-site NAPA staff. These consignment inventories are supported by an on-site NAPA IBS location which provides stocking levels, tracking of used inventory, replenishment, and allocation of the inventory onto work orders.

Consignment Inventory Work Order and Replenishment Features:

- Source parts from Consignment Inventory during parts issuance to work orders
- Ad-hoc/Scheduled Replenishment from on-site NAPA IBS location
- Parts will be controlled by specific Shop location or Garage
- Provides a static inventory listing for each location
- Stores bin locations for each consignment location
- Ability to conduct physical inventory sessions as often as needed, but required quarterly
- Ability to replenish Consignments via Supplier Orders, Interstore Orders and/or DC Orders
- Ability to aggregate inventory across multiple Consignments
- Ability to calculate and recommend MIN/MAX levels for Consignments based on specific location parts usage
- Tracking of inventory in Consignments that has been re-numbered or superseded to new product

*

Benefits for IBS Customers and Sourcewell Members:

Consignments offer our IBS clients the ability to have smaller inventories in their remote service facilities that would not have the need for a staffed parts room. These inventories are provided on consignment so that the parts are not paid for until consumed on a work order, PO, or similar billing. The IBS HUB consignment module then provided automated tracking to ensure proper and timely replenishment from your IBS location ensuring the needed parts are always available.

The recommended stocking quantity feature of the IBS HUB ensures the right parts are stocked in these locations in which space is normally limited. By tracking usage by the specific shop, the IBS HUB ensures only the parts used at each consignment most frequently is stocked. The Pending and Pull List functionally of the IBS HUB works to track each stocked part used at the location until it has been confirmed to be replenished. These functions make sure that the agreed upon stocking parts will be there when the technician needs them.

The physical inventory sessions for each consignment in the IBS HUB make sure that the inventory in the offsite locations stay true to their expected stocking levels. Quarterly counts are required, but they can be run more frequently as needed. Ultimately the IBS HUB Consignment Module provides IBS clients with offsite inventory so that remote technicians have a consistent organized inventory to support their work.

NAPA Canada has recently invested in new warehouse automation technology that will improve our efficiencies and add the ability to increase our inventory at our DC in Cambridge, ON. Our Cambridge DC has collaborated with KNAPP, a global leader in industrial automation solutions, to integrate KNAPP's AG - OSR Shuttle, a high-performance, reliable semi-automatic picking and storage system.

Furthermore, NAPA, the Federal Government and Drone Delivery Canada (DDC) are participating in "The Moosonee & Moose Factory Pilot Program" to deliver NAPA Auto Parts to rural locations across Canada. Today the drones are carrying approximately 25 lbs, but DDC is working on those that could handle 100-400 lbs.

NAPA vendor managed IBS sites in the US and Canada are also using a new proactive inventory management program called Pulse. The system uses predictive analytics to determine what factors drive categorical sales, including vehicle registrations, part failure rates, market demographics, climate and geography. Pulse also has the ability to customize inventory assortments for specific fleets by uploading a VIN list into the system, which creates an inventory list with the product categories of choice.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At NAPA IBS, we share our customers' and their communities' commitments to sustainable practices in procurement and fleet operations. Below are some of the benefits members will realize from working with NAPA IBS: • Many chemicals that are offered are non-detergent/green products • We recycle oil at our stores and can recycle oil for any customer • We advocate the use of the used oil filter crusher to extract environmentally hazardous chemicals from landfills • We recycle all plastic, paper, cardboard and wooden pallets at our DCs and HQ offices • GPC supports paperless systems initiatives within all business segments • GPC promotes the use of fuel-friendly delivery fleet vehicles • Many of our IBS customers have received Clean Cities Green Fleet of the Year awards in past years • GPC corporate has established a sustainability roadmap that is available for our customers to review on our corporate website • Upon customer requests, we can employ electric vehicles in certain of our operations In addition to our green fleet initiatives, NAPA IBS markets and sells many green Initiative products, including: • Smart Washers • Challenger Water In-Ground Lifts • 3M lead free wheel weight system • Schumacher solar battery charger/maintainers • Energy Logic - waste oil burners • Vortex waterborne auto paint - no solvents • Valvoline Next Gen oil - made with recycled oil • Recycled Batteries • Nature's Broom absorbent - eats shop floor oil and lubricants and is environmentally disposable • Micro Green - Lifetime Fleet Filtration Products Finally, NAPA IBS implements a strict environmental and spill policy: • All chemical products issued by NAPA will have a corresponding Material Safety Data Sheet or MSDS report. The MSDS sheet lists on-site potential hazards of the product. NAPA maintains a computer cataloged MSDS library that will be on the premises of our IBS Fleet locations. • NAPA IBS will produce a MSDS (and soon will make the move to new SDS) hard copy of all chemicals that will be stocked on the premises and update an OSHA approved MSDS book in the event of an emergency. • NAPA maintains a store policy mandating key emergency contacts be clearly posted in the event of an emergency. Hazardous Material hotline and Poison Control will be posted. • NAPA Policy Hazardous materials handling includes the use of protective measures such as an approved eye wash station, approved fire extinguishers, approved safety glasses and gloves. • NAPA will advocate the use of the environmentally friendly Parts Washer system to eliminate the use of needless hazardous chemical washing solvents to be replaced with "Ozzy Juice", an enzyme based solvent proven to work both for the environment as well as the safety and well-being of the technician washing fleet parts.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAPA IBS is not a manufacturer of the products we manage for our VMI customers, but we make a concerted effort to source sustainable products from eco-conscious suppliers whenever possible. NAPA also has a detailed sustainability plan that is monitored and reported on annually. One of the three pillars of this plan is environmental sustainability and some of the results we have achieved are as follow: NAPA Fleet Management • Recycles more than 20 tons of tires annually • Recycles more than 3,500 gallons of oil annually General Recycling • More than 7,800 lbs. of cardboard annually • More than 6,400 lbs. of other waste annually Energy Efficiency • More than 750 lighting retrofits completed that reduced more than 52 million lbs. of CO_2	*

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Many of our current IBS government and education customers require our IBS sites to work with procurement to achieve specific MWBE goals within our contracts. NAPA IBS has a policy to help our IBS partners exceed diverse spend goals when present in their procurement plan. We do this by helping our government customers recruit new vendors, provide due diligence support on these vendors, and provide regular reporting on our progress on the organizational MWBE goal vs. our actual performance. SBE Efforts - Genuine Parts Company and NAPA IBS has extensive experience working with more than 5,200 SBE/MWBE supply partners in our many operations across the country. Our goal with our proposal is to not only give a “good faith” effort – but to meet and exceed the stated goals of our customers. NAPA’s action plan includes using a mix of service vendors and local businesses to work toward the procurement goal of compliance. NAPA IBS has a tremendous track record of accountability and exceeding SBE/WMBE goals in our operations. NAPA IBS’ real world track record speaks for itself. In three major municipal contracts currently in place, we show historical success in meeting and exceeding SBE, MWBE goals set forth in the RFPs: IBS — Requirement — Actual Results City of Chicago — 25% MBE / 5% WBE — 37% MBE / 5.5% WBE City of Sacramento — 10% SBE — 28% SBE City of Cincinnati — 15% SBE — 17% SBE	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	NAPA IBS has unique, custom attributes that separate us from the competition: a) Current network of over 400 contracts – we offer a unique opportunity for Sourcewell to market to hundreds of existing contracts to use the Sourcewell contract as a vehicle to extend current services. No other vendor managed inventory fleet solution has the opportunity to expand use of the Sourcewell contract like NAPA IBS. b) Dedicated IBS project staff of 11 sales representatives and 22 field operators that do nothing but selling and managing the vendor managed inventory solution presented in this RFP. c) A 26+ year network of over 1,400 OE, aftermarket, supplies, MRO and parts related vendors to support ANY operation that wishes to use the Sourcewell contract. Our services go well beyond NAPA branded parts and include many OE and alternative brands to give our Sourcewell customers a broad range of choice on the products they wish to use in their fleet and warehouse operations. No other vendor of these services can provide the choice and leverage that our 1,400 non-NAPA branded parts and supplies vendor network and experience can bring. NAPA IBS has exclusive vendor arrangements with key fleet parts and supplies-related vendors that are exclusive to NAPA IBS customers and are unavailable to any other supplier of these services. d) The IBS HUB is NAPA IBS’s exclusive technology platform that was built specifically for the IBS program and providing vendor managed inventory services. It is a technology that is exclusive to NAPA and is available to all Sourcewell members at zero cost to them. The IBS HUB replaces typical invoicing/point-of-sale technology and replaces it with a work order and inventory management tool that has point-of-sale functionality built into it. All functionality inside of the IBS HUB was designed to make our NAPA IBS team members more efficient in routine processes so that they can focus on the important task of procuring parts to help keep our customers’ fleets up and running. It also contains detailed reporting that is available on demand or at scheduled intervals to customers’ management teams so they always know exactly how we are performing and when their work orders will be complete. As mentioned, one of the most unique features of our service is the ability to integrate a customer’s fleet software/work order management system into our inventory platform, the IBS HUB. This kind of integration seamlessly shares data between the two interfaces and allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more.	*

Table 9: Warranty (Performance Standards or Guarantees)

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Describe any performance standards or guarantees that apply to your services (customer service response times, processing time frames, stock and non-stock fill rates, etc.).	Our performance standards can vary largely depending on the size, scope, complexity and sometimes geography of the VMI operation we are managing. We work hard to customize a solution that works for each individual customer, but the following is a list of some of the most common standards and guarantees that we implement and track: • Many of the important performance standards, goals and KPIs of operating IBS parts rooms are tracked and can be reported through our IBS HUB system, which is an exclusive capability of NAPA IBS. The system provides regular and on-demand reporting on the following to communicate our operation successes and areas of improvement to customer management: o Parts Fill Rates o Daily Service Metrics o Inventory Special Order Tracking o Down Vehicle Time & Percentage o Inventory Readiness o Parts Cost Comparison We will go into greater detail on the aforementioned IBS HUB reporting capabilities in question #68, but have included an upload of sample IBS HUB KPI reports in this section of the supplemental document upload portal. • Regular contract compliance audits will be conducted to ensure operational accuracy. • We have invested in a digital business review portal that schedules, tracks and stores business reviews with every IBS customer on a monthly or quarterly basis. It also communicates results to the customer and solicits feedback and ratings from them so we can measure our performance from the customer's perspective. • We provide product choices for our customers. Whether NAPA parts or parts sourced from other suppliers, we will stock the parts that fit the customer's operation and preferences best. • We possess a local footprint in any area we operate. This allows us to provide backup inventory, staffing and distribution support in any situation without long wait times, expensive freight or mobilization charges. • We have industry leading technology capabilities to support our Sourcewell member partners that we can customize to meet their ordering, billing, payment and reporting needs. • Orders placed manually or directly with our parts staff will be addressed immediately upon request. • Orders placed electronically will be acknowledged in our system immediately and will be addressed by our parts staff within 30-60 minutes. • Where applicable and/or required, our parts staff and management will be ASE trained and/or certified. • All parts sold to customers will meet or exceed OE or equivalent specifications or will satisfy the required specifications of the individual Sourcewell member customers • Warranty eligible products will be identified, tracked, processed and credited through our IBS HUB inventory management system. When a technician brings a warranty product to our parts counter, we will know on the spot if it is eligible and will issue credit as appropriate, then work with the supplier to resolve the warranty. • All staff involved in IBS operations will be fully trained and knowledgeable on required parts, vendors and technology required to excel at the position. • Our contracts have the ability to be terminated by our customers if we are ever not meeting expectations. Most contracts have mutual 60-day termination clauses and language pertaining to our failure to meet obligations is negotiated on each individual contract.	*

43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	Our service standards can vary largely depending on the size, scope, complexity and sometimes geography of the VMI operation we are managing. Depending on customer needs and priorities, the KPIs we track can be customized to give them the insight desired into our performance levels and theirs. However, the following are a few of the general aspects of our service that we track and maintain: • Under normal operating conditions, we generally target a KPI of 85-90 percent fill rate after an acceptable ramp-up/grace period following initial implementation of the IBS site. Many agencies that we work with do not have clear historical data so we will work with them to build forward-looking KPIs based on actual purchase history after we go to contract. • One of the key benefits of our program is the tracking and processing of parts manufacturer warranties for our government agencies. Our NAPA IBS service guarantees that we will replace any alleged warranty item immediately for our government fleets. Then, our onsite personnel have the responsibility to submit warranties to specific product manufacturers and track that item from the moment it is returned through the discovery phase to conclusion. NAPA IBS outlines our warranty policy in each contract and has the responsibility to track and report on this for hundreds of suppliers that we procure parts from for our agency customers. • Non-stock orders rely on third-party vendor performance and availability, but acknowledgment times can be measured to ensure our parts staff act quickly on such orders. • NAPA IBS will comply with all customer expectations and processes regarding work order information, data communication, safety procedures and others. • NAPA IBS will adhere to customer, local, state and federal regulations as they apply in the location of the operation, including allowable stocking restrictions on chemicals and other items. • While our IBS staff are employees of ours, they are still working in our customers' environments. It is our corporate policy that all of our IBS employees are background checked through E-Verify. At the same time, we respect the safety and security policies of our customers as well. All NAPA employees that work on site are required to follow the procedures and policies of our customers. • Because NAPA IBS is providing an inventory management service for customers, one of the strengths of the warranty of service that we provide is the mutual ability to end an IBS contract in the case where services standards are not being met.	*

44	Describe any service contract options for the items included in your proposal.	The services we provide remain fairly consistent as we work with different agencies in our contracts. We are contracted to maintain and manage parts and supplies inventory for fleets in many verticals. For the purposes of this RFP – those verticals include – but are not limited to – government fleets and warehousing, education fleets and warehousing, non-profit fleets and warehousing. Each customer has unique needs within their operation, so we provide the flexibility within the scope of our services to accommodate customers in the projects we are contracted to perform. The basic offering we propose is to manage fleet-related supplies and parts. This can be accomplished either in an on-site dedicated operation or off-site dedicated operation. Space considerations, labor considerations, work schedule considerations, and inventory needs considerations are all variables for our fleet customers that require customization in each contract. In addition, we are asked to handle MRO skus as part of an overall operation. For example, in the City of Sacramento fleet operations, we have held a fleet contract for over five years. Recently, their warehousing operations has been looking for a solution to help them manage skus for their maintenance operations. We have responded to and have been awarded a contract to handle these materials as well as fleet related services and will uses some of the same resources we currently have on-site within the fleet operation to manage the warehouse contract as well. Both facilities are on the same lot in the same area – and we can bring efficiency through our services by managing both. Another service function that NAPA IBS has the technology and experience to perform is that of managing remote and/or consignment inventories. Customers with satellite locations that don't carry enough inventory to justify onsite staffing can have their inventory managed, replenished and billed through our IBS HUB system. This requires either electronic submission of all parts removed from the parts room, or a periodic physical inventory count by NAPA IBS staff to determine parts usage and proper billing. Third-party services, such as outside repairs, can also be sourced and managed by NAPA IBS for Sourcewell customers. Such needs have specific line codes programmed into our IBS HUB system that can track and invoice according to our contractual pricing model. Finally, running multi-location fleet operations often means crossing jurisdictional lines that can affect tax rates and other regulations. NAPA IBS has the ability to manage these logistics digitally so Sourcewell members know they are paying the right prices and following all guidelines without having to do the work themselves.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
45	What are your payment terms (e.g., net 10, net 30)?	Our contract payment terms for parts purchases and operational expenses as part of our IBS services are Net 30th. On a monthly basis, we deliver parts billing and operational cost billing as part of our services to our IBS contract customers.	*
46	Describe available payment options (e.g., frequency, method, platform, etc.)	NAPA IBS is highly flexible in accepting payment options. We are able to integrate with most enterprise billing systems through our industry-exclusive IBIZ custom billing platform. NAPA is able to bill according to customer specifications, but at a minimum of monthly for both parts and operational expenses. The standard policy for all of our customers, and in the industry, is to accept payment via one of the following methods: • Check payment • ACH • Wire transfer Specific payment options are one of the core points that are detailed in our individual contracts with Sourcewell members.	*

47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our order process for Sourcewell members requesting IBS services is as follows: Step One – Discover the need with fleet operations and management on outsourcing parts and service needs this will require analysis of current staffing, inventory, hours of operation, fleet needs, software adoption, billing processes, paperwork flow, audit procedures, and approvals. Step Two – Introduce co-operative contract solution as a means to contract during the early phase of our analysis. If customer is not an Sourcewell member, we use this time to present the easy steps to become a member. If they already are an Sourcewell member, we present our contract opportunity with IBS along with documentation on the solicitation. At this point we have added a step in our process to verify documentation of Sourcewell membership with our Sourcewell contract manager. Step Three – Complete financial and staffing analysis to determine needs of customer. Step Four – Once customer has agreed to proceed to contract, our GPC legal and NAPA IBS representative present our Sourcewell IBS contract terms to the customer for their legal review. Step Five – Customer builds business exceptions as part of our master IBS Sourcewell contract. NAPA IBS will negotiate specific terms for the customer based on their hours of operation, staffing needs, inventory needs, etc. Step Six – NAPA IBS and Customer come to terms on Sourcewell contract. Step Seven – NAPA IBS will inform Sourcewell when a contract has been agreed to between NAPA and customer. NAPA sets the commencement date with customer and ensures all operational systems are in place during mobilization. For Sourcewell, this is the window where we turn flags on in our system to accurately report sales per our Sourcewell contract agreement. Step Eight – Contract tracking and reporting will be communicated to Sourcewell on a quarterly basis along with announcements of all new contracts. a) Yes – Our independent dealer network will be part of this proposal. Genuine Parts Company controls the process much like was outlined above for our independent dealer network. The dealer is responsible during the analysis phase to provide staffing, inventory and operational documentation. The dealer must agree to all of the terms of the Sourcewell IBS contract as well as the customization for a Sourcewell contract holder in the final agreement. To ensure these steps are made and done in our dealer network, Genuine Parts Company has provided an assignment document as part of the Sourcewell contract that must be signed by the customer, Genuine Parts Company, Sourcewell (if required), and the independent dealer as part of the contract process. The dealer is required to abide by the terms of the contract or will need to assign the business back to Genuine Parts Company. In order to maintain consistency and accuracy in reporting and contract fee payments, our NAPA headquarters team tracks and consolidates all company- and independently owned Sourcewell contract sales and reports them to Sourcewell directly.	*
48	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Our NAPA IBS operations typically do not accept p-cards for payment on our monthly parts statement or monthly operations charges statement. We do make exceptions where customers are required to pay us via p-cards. However, since our NAPA IBS operations bill customers for all operating costs incurred in our services, we will be required to bill back any p-card service charges incurred by our IBS store operations on the monthly operating statement bill. For this reason, most NAPA IBS customers do not use their p-cards for our monthly billing – as we would bill them back any service charges.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
49	Describe your pricing model (e.g., line-item discounts, product-category discounts or cost plus). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items and services that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Cost Methodology Reasoning & Explanation: NAPA IBS has 26 years of best practice contract and pricing experience providing customized VMI solutions for government fleets. Our existing 50+ Sourcewell vendor managed inventory contracts and hundreds of government contracts are already on one of the pricing options listed below and their guidance has given us tremendous insights on how government agencies wish to have pricing outlined in these agreements. Our customers have made it very clear: Our government agencies want options when it comes to how goods and services are priced in VMI contracts. We have worked with hundreds of government finance, purchasing and operations teams to build three best practice pricing options that are universally used in fleet VMI parts and service contracts: NAPA IBS Option 1: No Markup Goods Pricing / Management Fee NAPA IBS Option 2a: Not-to-Exceed 10% Margin Model NAPA IBS Option 2b: Not-to-Exceed Pricing Profile 9074 / 25% Margin Model Currently NAPA contracts with hundreds of government agencies on this program. Currently we have 33% that use the option 1 price option, 55% using the Option 2a and 12% using Option 2b. In our agreement/contracts with our government agencies, the customer is allowed to select the pricing option that best fits their finance and business rules. All three pricing options are outlined below and are also supported with an explanation grid in our attached documents in this section. In each of these options there are two basic pricing components: 1. Pricing of Goods 2. Pricing of Monthly Operating Costs The mix of these two components deliver transparent billing for total cost of contract and also deliver the contractual ROI for NAPA making it a win-win public/private contract relationship. Our government customers feel these options provide the perfect balance of transparent costs of goods/services. Pricing Options: Each Sourcewell member contracting with NAPA IBS will have the choice of which of the following two model options suits their operation best. Both are negotiable within the framework of the model, include not-to-exceed pricing structures, and are proven concepts in use by government IBS customers today. Pricing Option 1) No Markup Goods Pricing / Management Fee Cost of Goods: All goods are sold to customer with no markup. Cost is determined by current product acquisition cost on sourced, non-NAPA branded goods. If the customer elects to use NAPA branded goods, they will be priced at the current NAPA jobber acquisition cost. Example: NAPA procures a Ford OE part at $100. NAPA IBS sells that part to Sourcewell customer for $100 with no markup. Operating Expenses: The monthly operating expenses of the store, or cost of services, are billed separately to the customer at actual cost. No operating expenses are built into the price of goods. Operating costs are determined and outlined in contract – agreed to by the Sourcewell

customer.

NAPA Management Fee:
A monthly management fee is also billed to the customer at a not to exceed 10% of their total cost of goods purchases for that month. This allows NAPA to realize contractual ROI.

Options:
For customers who prefer, we can combine the operating costs and ROI management fee into one fee and calculate a balanced budget monthly total fee. Some customers have even asked us to combine the operating costs and management fee into an hourly total fee that can be billed across actual hours of service for our on-site operation. Each customer operates differently, has different hours of operation and different staffing level needs. We have flexibility within this option to fit the needs of the customer.

Customer Benefits:
No markups are shown on goods purchases, creating a less impactful goods line item on budgets. Separate billing for true monthly operating costs and easy to calculate NAPA management fee (See option 1 sample operating cost model in attachment within this section)

Pricing Option 2) Not-to-Exceed 10% Margin on Goods/Monthly Operating Costs

Customers have two options in this model: a consistent not to exceed 10% percent margin on goods or a pricing profile option as described below. *

Pricing Option 2a) Not-to-Exceed 10% Margin Model

Cost of Goods:
All goods are sold to customer at cost plus designated gross margin not to exceed 10% gross margin, defined as cost of good divided by .90 = selling price of good. This is a not-to exceed pricing structure.

Example: NAPA procures a Ford OE part at $100. NAPA IBS sells that part to Sourcewell customer at $100 divided by 0.90 = $111. This is the formula to sell the product to the Sourcewell customer at 10% margin.

Operating Costs:
The operating expenses of the store, or cost of services, are billed to the agency separately to the customer at actual cost. Operating costs are determined and outlined in contract – agreed to by the Sourcewell customer.

NAPA ROI:
NAPA's ROI is built into the price of the good to arrive at a final net margin of no greater than 10% of total customer purchases.

Customer Benefits:
All NAPA ROI is built into the price of the good for simplicity of billing. All monthly operating expenses are billed at cost and no separate management fee is billed (See option 2a sample operating cost model in attachment within this section).

Pricing Option 2b) Not-to-Exceed Pricing Profile 9074/25% Margin Model

Cost of Goods:
NAPA-branded goods are sold to customer on our NAPA Sourcewell Government Pricing Profile 9074. NAPA branded goods are sold to the customer at a higher margin on our not-to-exceed list less pricing outlined in detail in the attachment within this section. Non-NAPA (sourced) goods are sold to customer at a not-to-exceed 25% gross margin, defined as cost of goods divided by 0.75 = selling price. This is a not-to exceed pricing structure.

Example: NAPA procures a Ford OE part at $100. NAPA IBS sells that part to Sourcewell customer at $100 divided by 0.75 = $133. This is the formula to sell the product to the Sourcewell customer at 25% margin.

		Operating Costs: The operating expenses of the store, or cost of services, are paid entirely by NAPA and not charged to the customer as they are built into the price of the good. NAPA ROI: NAPA's ROI is contractually built into the price of the good to arrive at a final net margin of no greater than 10% of total customer purchases. Customer Benefits: All NAPA ROI and operating expenses are built into the price of the good for simplicity of billing. No separate management fee or operating expenses are billed. This is a popular option for customers that do not want a separate operating fee and wish to bill the cost of operating and NAPA's ROI out as part of the price of goods so they can share the expense across the departments proportionately by the departments that buy the most goods (See option 2b sample operating cost model in attachment within this section). Acquisition Cost Definitions Because all of our parts pricing is based directly on acquisition costs, the following is an explanation of how we arrive at our acquisition costs: 1. For Non-NAPA, or sourced, goods – i.e. OE parts, tires, bulk fluids, proprietary parts, outside services, etc. – the pricing passed on to our customer is our current acquisition cost plus whatever our contracted margin is for that good. We provide transparent documentation of all supplier invoices, so the customer knows exactly what they are paying for each part. 2. For NAPA branded products that we source internally, customer pricing is based on our current NAPA jobber acquisition cost plus whatever our contracted margin is for that good. This can be a significant savings for our customers if they choose for us to provide our own NAPA-branded goods. In our attached documents, we have provided a sample agreement and sample monthly operating expense examples that demonstrate each pricing model proposed. Our customers appreciate the transparency in our operating cost models when they are not surprised with unknown mobilization costs, startup costs or incremental costs throughout the term of a contract. As a publicly traded company, our transparent operating statements are held to a high standard. When we engage with customers on contract options, customers are allowed to add specific terms and conditions to customize their contract and select the pricing option and business model that best fits their operation.	
50	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAPA IBS is a VMI service program so the products we issue are a function of the services we provide. One of the top priorities of the program and most impactful services we conduct is to facilitate and negotiate ways to reduce the acquisition cost of our products, which in turn represents the discount our customers receive. Competitors who offer specific discounts often do so with no mention of the original cost of the part, resulting in higher prices that appear to be a good deal. Because parts in the IBS model are priced based on acquisition cost, all discounts we negotiate with our vendors are automatically passed on to our customers and we don't have to incur markups on products that are sourced internally. Here is how we arrive at our acquisition costs: 1. For Non-NAPA, or sourced, products (non-NAPA branded goods – i.e. OE parts, tires, bulk fluids, proprietary parts, outside services, etc., the pricing passed on to our customer is our current acquisition cost plus whatever our contracted margin is for that good. We provide transparent documentation of all supplier invoices, so the customer knows exactly what they are paying for each part. NAPA IBS currently works with thousands of national brands and holds a national database of pricing for our customers as a comparison of the pricing offered by local, regional and national vendors to their project.	

2. For NAPA branded products that we source internally, customer pricing is based on our current NAPA jobber acquisition cost plus whatever our contracted margin is for that good. This can be a significant savings for our customers if they choose for us to provide our own NAPA-branded goods.

The way we arrive at discount rates differs depending on the pricing model a customer selects. The following is a general breakdown of the estimated discounts received in each model:

Pricing Option 1: No Markup Goods Pricing/Management Fee
- Non-NAPA Branded Goods – NAPA IBS sources non-NAPA branded goods from thousands of local, regional and national suppliers. Depending on the products our customers ask us to source, we have seen realized discounts of up to 40% off certain published List pricing, where published List pricing is available.
- NAPA Branded Goods – NAPA-branded products have varying discounts off of list price in this option. Customers that elect to use NAPA products in their contracts may realize discounts of up to 84% off certain NAPA List pricing.
  - Note: This model realizes no gross margin at the point of sale and a management fee is collected in order to obtain part margin and the operational cost reimbursement

Pricing Option 2a: Not-to-Exceed 10% Margin Model
- Non-NAPA Branded Goods – NAPA IBS sources non-NAPA branded goods from thousands of local, regional and national suppliers. Depending on the products our customers ask us to source, we have seen realized discounts of up to 30% off certain published List pricing, where published List pricing is available.
- NAPA Branded Goods – NAPA-branded products have varying discounts off of list price in this option. Customers that elect to use NAPA products in their contracts may realize discounts of up to 82% off certain NAPA List pricing.
  - Note: This model realizes 10% gross margin at the point of sale and a management fee is applied to obtain the operational cost reimbursement

Pricing Option 2b: Not-to-Exceed Pricing Profile 9074/25% Margin Model
- Non-NAPA Branded Goods – NAPA IBS sources non-NAPA branded goods from thousands of local, regional and national suppliers. Depending on the products our customers ask us to source, we have seen realized discounts of up to 15% off certain published List pricing, where published List pricing is available.
- NAPA Branded Goods – NAPA-branded products have varying discounts off of list price in this option. Customers that elect to use NAPA products in their contracts may realize discounts of up to 70% off certain NAPA List pricing.
  - Note: This model realizes approximately 25% gross margin, based on product mix, at the point of sale and a no management fee is collected in order to obtain part margin and the operational cost reimbursement

Each pricing option, regardless of the gross margin realized at the point of sale, results in very similar net results for the Sourcewell member and NAPA IBS. These options are provided to showcase NAPA's flexibility to work with a Sourcewell member inside of their control environment. The NAPA IBS program affords all Sourcewell members the opportunity to take advantage of NAPA's local, regional, national and global purchasing power. This includes negotiated discounts on certain goods. From time to time at a supplier's sole discretion additional discounts may also be offered outside of the typical discount off List price as well. NAPA IBS delivers all available discounts to Sourcewell members at the point of sale. It is important to note that discounts and the listed percentages are subject to change and or vary due to local regulations, supplier program changes and other events.

*

51	Describe any quantity or volume discounts or rebate programs that you offer.	Based on our cost-based model, we do not provide rebates as part of a volume program with our IBS customers. We are an aggressive advocate for cost reduction on parts for our vendor managed customers. Any negotiated discounts are included at the invoice level and realized at the point of sale. Parts are sold to our customers based on acquisition cost and the pricing model selected at contract. The true cost savings for the customer is encumbered in the total solution of NAPA IBS – cost savings come from buying parts and supplies at the "after discount" price net acquisition cost on parts, inventory reduction and/or acquisition, transaction cost reductions, and shop productivity.	*
52	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The NAPA IBS program offers a brand-agnostic approach to stocking parts rooms that gives each customer the choice of what combination of OE and aftermarket brands and product lines they want us to stock. Aftermarket parts have become a crucial savings vehicle for many Sourcewell members so our Sourcewell customers benefit because we are a direct supplier of these items that comprise a significant portion of their spend. For products that are outside of our supply chain or that are simply preferred by fleet or facilities management, we have a large automotive and non-fleet vendor network that we can turn to. We regularly source PPE products, outside repair work and other non-traditional inventory requests for Sourcewell customers across the US and Canada and we don't add any additional markups for doing so. The pricing model that we have in place applies to any part we stock regardless of the source. With NAPA IBS, the goal is to build an inventory that fits the customer, not one based on our preferences or agenda. Furthermore, we provide transparent invoices from all suppliers so our customer can see acquisition costs and make smart purchasing decisions. Due to our affiliation with NAPA, we do have the important ability to source a vast selection of parts from our internal supply chain, saving the customer significant dollars when they choose to go that direction. We work with 1,300+ outside vendors to source parts for our Sourcewell customers today, but the cost savings offered by supplying NAPA parts makes NAPA the number one stocked brand across our IBS parts rooms. Stocking NAPA parts offers a dramatically reduced acquisition cost versus what our competitors pay for the same parts. Vendors without this internal supply chain pay and pass on to the customer multiple markups on aftermarket parts. Finally, our national footprint creates buying power with our suppliers that reduces overall acquisition costs, and therefore final pricing, but it also guarantees one more thing: The potential loss of a large customer in the IBS world would not have an impact on our ability to achieve the best pricing and service from our suppliers, adding stability to our service that not all competitors who rely on just a few large accounts can provide.	*
53	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The only additions to total cost outside of our acquisition costs may be special request projects like IT projects, special freight requests, customer equipment purchases, third-party involvement agreed to by the customer, or overtime charges that come up as part of our agreement. Those expenses are 100% verified and agreed to by a customer before they are ever billed or charged as part of our services. We have seen several cases where competitors charge additional fees that raise the overall cost of services, but we do not charge any of the following through the NAPA IBS program: • Standard mobilization or installation costs • Internal freight • Technology integration costs on solutions we already provide • Markups on operating expenses We provide transparent and accurate costs of our program up front and throughout our contracts. Our pricing model stays consistent throughout the contract and can be easily amended for the changing needs and scope changes from any Sourcewell members.	*

54	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As part of our IBS services, the only freight or shipping costs come in the form of special order parts and supplies as requested by the customer. For example, if we have a specific application part that is an emergency and the only supply for that particular part is from a vendor in another state we provide the customer with a freight approval for and will only ship upon approval from authorized Sourcewell IBS customer approver. Freight and shipping on special order items is billed to customer on the itemized operating statement on a monthly basis and is billed at cost with no markup. In addition, freight for these special order items is included on our invoice along with the part for auditing and tracking. NAPA branded parts are primarily supplied from our closest NAPA Distribution Center at no freight charge to the customer. Our NAPA Distribution Centers are available for parts supply 7 days per week for our On-site NAPA IBS stores. Nightly freight deliveries to IBS locations are available on Monday-Friday with special pickups and deliveries on weekend. We also handle a huge array of local, regional and national non-NAPA vendors. Our goal is to have a vast majority of stock on hand to avoid freight charges. We work with all vendors to deliver us parts at cost – with no separate delivery charges.	*
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have no requirements or restrictions for Alaska, Hawaii or Canada within the services in our RFP response. NAPA IBS has brick and mortar warehouse locations and employees in Anchorage, Honolulu and throughout Canada, as well as multiple company and independent NAPA dealers in multiple markets in both states that can and currently do provide services outlined in this RFP. NAPA also has export distribution centers on the West Coast (Sacramento) and East Coast (Miami) that already have international channels of distribution in place that can expand our services proposed in this agreement to the Caribbean, Central America, South America, and the South Pacific (including Guam). Since we have brick and mortar store and warehouse operations in Alaska, Hawaii and Canada, they will have the exact same benefits as all other 48 states. Since they are part of the Genuine Parts Company family and NAPA network – NAPA branded products are delivered at the same cost as the mainland US. Freight and shipping for special order parts and parts not available through local and regional vendors would be vetted the same as in the 48 mainland states. Freight charges would be on an approval basis from customer on special order and national vendors. Genuine Parts Company owns our own private feet company in Rayloc Merchandise Distribution Services (RMDS). RMDS provides transportation solutions for all of GPC's U.S. based companies. RMDS is often called upon to deliver weather related emergency relief supplies and provide solutions for any other special projects the GPC family orchestrates. RMDS is headquartered in Atlanta, GA and has cross-dock facilities in Atlanta, GA, Cedar Rapids, IA, Charlotte, NC, Hagerstown, MD, Indianapolis, IN and Memphis, TN. RMDS logistical services are available to Sourcewell Members and upon request we can get our logistics professionals to review opportunities and work towards value add solutions. Because we have our own distribution network, we are able to significantly lower the cost of freight for our Sourcewell member customers.	*
56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAPA IBS has several unique offerings within our contracts that provide solutions to our customers, including: Brick-&-Mortar Infrastructure – We have an unparalleled existing infrastructure of distribution and current VMI solutions across the US and Canada. With more than 6,000 retail stores, 52 major distribution centers, 55,000 employees and 400+ current IBS VMI operations active today, our ability to provide these services quickly, effectively and on budget is unmatched. Product Diversity – our distribution network includes the largest and most diverse product catalog of any service provider in the VMI world, including:	

- 465,000 SKUs of NAPA branded parts
- 4 Million SKUs of MRO, Industrial, Office and other products through Motion Industries
- Millions more through our network of 1,300+ external supplier partners

Off-site inventory services – Sometimes space, location or labor issues may require us to provide an off-site dedicated warehousing or parts supply operation for our customers. We have multiple examples where customers have asked us for an off-site solution. In these cases, we are able to manage inventories remotely through our IBS HUB consignment program. Having consignment or off-site inventory loaded into our technology allows us to monitor what has been used, what needs replenishment and what to bill the customer for. Periodic manual counts will be conducted by NAPA IBS personnel to reconcile all unmanned satellite locations and consignment inventories. This offsite inventory management also applies to customer mobile units and service vehicles that carry emergency inventory that is not held at a specific brick-and-mortar location.

Hub and spoke services – In some cases we have customers that have multiple sites but do not require staffing at all locations. In these cases, we can model a hub and spoke inventory management system using people, technology, bar coding and standard operating procedures to accomplish the parts management goals of our customers. The unique nature of NAPA's brick and mortar operations – 52 master distribution centers and 6,000 retail outlets – gives us a unique footprint on the ability to source both NAPA and non-NAPA parts and supplies for our fleet customers…as well as deliver those products in an expedited manner leveraging our dedicated brick and mortar assets and logistics. This allows us to keep staffing costs in check and provide manned and unmanned services to fleets that are mobile or geographically broad in nature. The fact that we have so many brick and mortar sites and daily delivery to these sites…along with 400+ dedicated vendor managed inventory sites (NAPA IBS) allows us to give our government/education customers unparalleled service and availability. *

Virtual Inventory Exchange Warehouse (VIEW) – IBS VIEW is a module within the IBS HUB system that facilitates the exchange of inventory between IBS sites, whether within the same organization or outside of it. This reduces obsolescence, shares outside pricing levels that can help us negotiate better deals and helps find hard-to-source parts. It also integrates with UPS labeling and shipping modules to make a one-stop-shop for moving parts.

Electronic vending machine/RFID solutions: We work with multiple suppliers of vending technology – including vending machines and RFID solutions to address specific non-manned solutions. In these cases, we build the standard operating procedures and cost/benefit analysis for customers to use this technology to decide if it is the proper fit.

MRO warehouse supply management – In addition to fleet supplies, many of our municipal customers ask us to use the same technology, staffing, and inventory tools we do in fleet-related operations. We have the capabilities and vendor relationships to add this as an added value service to our IBS operations. We currently hold Sourcewell contract #121218 for MRO inventory management.

Technology Solutions – With our dedicated IBS headquarters team we also have the ability to partner with the billing, finance, and management of fleet and government/education fleet operations to work on custom integration solutions for their fleet or enterprise procurement platforms – all meant to drive transactional efficiency and cost reduction in the day to day process of ordering parts and supplies.

Custom technician training solutions – We are dedicated to helping productivity in the shop through shop training – paced at the speed of the shop. Whether it is on-line, on-site or classroom study, NAPA IBS has tools to keep the government/education fleet technicians and fleet managers on the cutting edge. www.NAPATraining.com

		Warranty Tracking – Our IBS HUB system identifies, tracks and facilitates warranty, core and return processes to make them as automated and easy for the customer as possible. Over time, we can identify common product issues and work with suppliers to resolve them without the customer having to do any work. Financial Investments – As a Fortune 200 organization, our parent company Genuine Parts Company has the unique ability to make financial investments in Sourcewell members to make sure they have the parts they need on the shelves. Other providers shy away from investing in proper inventory levels, resulting in longer wait times, expedited freight costs and low fill rates.	

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
57	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
58	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	NAPA IBS employs an in-depth, multitiered audit system that extends from self-audits to third-party corporate governance. Self-audit process/program: NAPA IBS manages a similar process with audits on all 400+ IBS contracts nationally. Corporate auditing and governance: As a publicly traded company, Genuine Parts Company is guided by Sarbanes-Oxley corporate governance and auditors as part of our public responsibility. Our business units in all company operations – including IBS - are audited on a regular basis. IBS Corporate Auditing: Genuine Parts Company supplies each of our IBS locations with 3rd party inventory auditing through 3rd party contract inventory teams – per Sarbanes Oxley regulations. Each Sourcewell/NAPA IBS customer agreement will include monthly monitored electronic tracking of all customer purchases handled through our NAPA Headquarters in Atlanta, GA. The contracts will be subject to a quarterly compliance business review with involvement from the contract owner (GPC or independent dealer) and the customer and will be signed off and logged at NAPA Headquarters) for compliance. NAPA Internal Audits: NAPA internal audits occur at a minimum twice a year before and after our interim write off period. Stores scoring less than 85% will get re-audited to ensure the non-compliance items are corrected. GPC Internal Audit and NAPA team members use the national “APG Store Loss Prevention Review” guidelines to randomly select and audit stores and to discuss results in detail with management and senior leadership. Due to the random nature of these audits we are unable identify the frequency. The regular NAPA audit is used to ensure a location is ready for GPC internal Audit. NAPA external audit is conducted by EY and assisted by Moore Colson. These audits require quarterly, interim and annual support and are reviewed by GPC Sr. Leadership and used to sign off on the company financials and 10K documentation. Parts Pricing and Operations Statements Compliance: Our HQ’s IBS operations department listed in this response produces and reviews month end contract compliance reporting to ensure each customer’s prices match their specific agreements and with any deviation reported to the operations for corrections. This team performs quarterly	*

		pricing reviews along with our local operations to ensure our customers receive contract pricing per our agreed Sourcewell contract. Our on-site point of sale system will be the system of record for all transactions – and we have dozens of daily, weekly and monthly reporting available to any IBS customer for contract compliance. In many of our IBS sites, we are very familiar with contract compliance and audit measures, so our team is seasoned to report and audit our operations. This transparency is reflected in our IBS Sourcewell contract agreement attached. As a rule, in many of our IBS contracts, we provide a specific market basket of products to our customer with specific margins and costs to ensure compliance – typically on a quarterly basis. Our customers may pick the parts from parts acquired in the contract and may ask us to do an analysis on our contract price vs. the price charged. We then produce specific reports and billing showing specific contract price to ensure compliance. The audit needs of our Sourcewell contract customers may differ so we write the information requirements specifically in our contract language. NAPA IBS lives in a transparent government and education fleet environment every day and takes price compliance very seriously. One additional note: All IBS customer purchases are stored and protected in our GPC secured network daily. Purchases are held in two separate secure corporate servers/data warehouses and preserved for the term of the contract for internal and external audit purposes. Sourcewell Marketing Requirements: In regard to marketing and advertising requirements, our VP of IBS will assign the designated IBS Marketing Coordinator to ensure the IBS website has the most current Sourcewell marketing materials posted and maintained monthly. Reporting Compliance: Our IBS Operations Department will be notified of all new members and will ensure that the locations purchases are properly tracked to insure accurate quarterly reporting to the designated Sourcewell representative. Under our current contract, we have customized reporting on our Sourcewell contract for the co-op. We can deliver SKU-level data and overall program progress to Sourcewell on quarterly basis.	
59	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAPA IBS proposes a 1% fixed percentage fee paid to Sourcewell based on monthly total net sales of the IBS to the Sourcewell contract customer – on all IBS contracts using the Sourcewell contract as vehicle. This fee would be payable to Sourcewell on a quarterly basis directly from NAPA headquarters – regardless if the Sourcewell IBS contract was through a company or independent location. NAPA HQ will handle the sales tracking, reporting, audits, and fee disbursement. The 1% fee will be paid by NAPA Headquarters directly to Sourcewell – none of these fees will have an economic impact on the actual end user IBS Sourcewell customer. These payments to Sourcewell will not reflect in the price of the parts or services paid by the IBS contract customer.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
60	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAPA Integrated Business Solutions (IBS) is a customized on-site (or off-site) vendor managed parts and supplies inventory management program offered by NAPA Auto Parts under the trademark name Integrated Business Solutions. Genuine Parts Company/NAPA has engaged in this specific service offering for more than 26 years. In the simplest form NAPA IBS is a service for fleet customers in any government segment (State, DOT, City, County, Utility, etc.) or education segment (Higher Education and K-12) where the customer has a need to more effectively manage the parts, supplies and materials it takes to maintain their fleet vehicles. NAPA's on-site store program provides the following benefits: • On-site, vendor managed, inventory consisting of commonly used items. These	

items are purchased and held at NAPA's expense and are charged to the customer only when used for a given maintenance or repair.
- Dedicated staff providing on-site parts related services.
- Procuring, stocking, and issuing of automotive parts including both NAPA branded and non-branded items.
- Work order system integration to ensure parts and equipment are timely and accurately charged to vehicle maintenance and cost records.

These services greatly reduce the involvement of agency personnel in the acquisition and administration of parts enabling improved departmental focus on core functions and responsibilities.

Today, NAPA IBS operates over 400 on-site locations for multiple government and private fleet and warehousing operations in the US and over 20 sites in Canada.

Each IBS contract is unique because each fleet we service has different hours of operation, different vehicles, varying ages of vehicles, and unique staffing situations… no two fleets are the same. Each IBS location is customized for the government/education customers business. We start with a fresh scope of work and use industry best practices as benchmarks, then build a customized service and store structure around the government agency's needs (people, vendors, services, hours, space, and inventory).

NAPA IBS works with government administrations, procurement and fleet operations to develop a custom contract and scope of work. Once contract terms are agreed to, we mobilize staffing, inventory, standard operating procedures, billing processes and regular contract compliance reporting. When onsite, NAPA IBS manages any product our customers need us to handle (NAPA and Non-NAPA Automotive/Truck/GSE Parts, OE parts, office supplies, safety material, tires, bulk fluids, and more).

Under the Sourcewell agreement, the NAPA IBS store will be physically located within the customer's fleet shop or facility. NAPA will staff the location with full-time employees dedicated to that customer. NAPA will work with the customer's personnel to identify existing inventory with low utilization and will provide management with recommendations for disposition. NAPA will then procure commonly used items and supplies used by the agency, at its own cost, to stock the On-Site Store. NAPA's assigned resource will be responsible to procure all automotive and heavy truck related items, whether or not these are available through NAPA or through any other source. All items, whether issued through the On-Site Store, or procured by NAPA on the agency's behalf will be entered into the agency's work order management system.

Our current Sourcewell customers have experienced immediate benefits leveraging a cooperative contract to employ our onsite location service. Some key benefits include:

- Contracting Speed and Simplicity – Every government entity wants to be able to build contracts and solutions that meet their specific needs and working through Sourcewell and NAPA IBS they have been able to do that while avoiding a laborious and expensive RFP process. Especially in a year of pronounced operational difficulties and global crisis, solutions like this one have helped governments get the help they need more quickly and efficiently.

- Immediate Inventory Reduction – NAPA IBS owns the parts supply and inventory. In many cases, we buy the existing non-obsolete parts the customer stocked prior to IBS, relieving them of the inventory investment. Then we add additional inventory on NAPA's investment to support the fleet and improve fill rates. NAPA IBS stores sell our contract customers parts and supplies as they need them – on-demand… dramatically reducing the expensive world of owning and managing inventory. The customer only pays for the part when they use it.

- Staffing – NAPA IBS provides the staff to run the parts operation during the hours the customer needs us. This staff is 100% dedicated to their contract customer and will also be available to cover the parts operation after hours and in emergency situations if needed).

- Transaction Cost Reduction – NAPA IBS works with fleet departments and procurement departments to reduce the number of transactions by reducing paperwork and reducing the vast number of vendors usually servicing a fleet. We source from all vendors NAPA and non-NAPA and provide our customers with one bill at the end of the month. By consolidating the monthly parts bill into one statement, our customers experience a big transactional cost savings reduction by paying one bill versus hundreds.

- Technology Advances - NAPA IBS also works to reduce transactional time and cost by integrating our exclusive IBS HUB point of sale system with existing fleet and warehousing software systems. By integrating with a fleets existing software platform,

we help them leverage a major investment they have made in their fleet software and fully utilize the billing, reconciliation, work orders, and reporting available in their software. Most importantly, it ensures that all parts and supplies used in the shop get billed to a proper work order – allowing our customers the auditability of what they do in their fleet operations. NAPA seamlessly integrates with dozens of the most popular systems on the market (including Assetworks – Fleet Focus, FA, M5, Faster, RTA, Dossier, Chevin).

• Shop Productivity Improvement -- NAPA IBS on-site store handles the day-to-day productivity killers (parts management, paperwork, cores, defects, warranties, new part returns). A very important part of our service is providing regular reporting of on-demand fill rates. Between inventory management, customized min-max services and our nationwide vendor network, NAPA IBS builds a transparent, auditable inventory plan with our customers that builds in specific KPI's and benchmarks for on-time parts delivery to the technicians. Our goal with this is to eliminate the expensive downtime in a shop spent waiting for parts delivery in the traditional parts procurement system. Our goal is to help the government/educational customer by keeping technicians turning wrenches through having the proper inventory on hand and taking the ball on parts pickup and service to ensure the shop gets their parts on time – by dealing with hundreds of vendors.

Within the scope of these services, we are able to source, manage and provide a vast array of product categories from our internal and external supply chains to be a single-source supplier for Sourcewell customers. Some of the products we regularly supply include:

- OE & Aftermarket Automotive Parts
- Light, Medium & Heavy Duty Truck Parts
- Off-Road & Construction Equipment
- Marine Parts & Equipment
- Transit-Specific Parts
- Agriculture Parts
- Tires
- Fluids & Chemicals
- Shop Supplies
- MRO Products
- Chains
- Tools & Equipment
- Lifts & Jacks
- Vehicles
- Hydraulics
- Janitorial Supplies
- Office Products
- Paint
- and more…

We offer such a breadth of sourced and internal NAPA goods to provide our government customers a perfect mix of OE and aftermarket options. Our role is to provide fleets with options that allow them to select the products they want that meet their quality, warranty, price and availability criteria, regardless of brand. The choice is theirs.

While we work with more than 4,000 manufacturers and distributors, we have included a sample line card of the top sourced suppliers as well as NAPA-branded light, medium and heavy duty products in the supplemental uploads section.

61	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Potential list of subcategory services/solutions NAPA IBS can provide under the services outlined in this RFP: • Vendor managed fleet parts management services – aftermarket, OE parts, tires, related supplies, paint, tools and equipment • Vendor managed facilities Maintenance, Repair, and Operating (MRO) warehouse management services - including building materials, industrial materials, school supplies, office supplies • Repair and diagnostic tools and equipment for fleet operations • MRO replacement supplies for facilities, schools, non-profits, housing authorities, transit agencies • IT services for fleet and MRO facilities – including warehouse enterprise software integration, consulting, fleet software integration, data management • Parts and MRO supplies using vending machine solutions –based on customer need • Off-site inventory vendor managed services – manned and unmanned • Parts and warehouse staffing services • Inventory management analysis • Exclusive online parts ordering via NAPA ProLink, customized punchouts or software integrations • Fleet metrics reporting • Public Works/Water Management Supplies • Building & Construction Supplies & Materials • Supply Chain Services	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Fleet Related *	Facility Related *	Comments
62	Vendor Managed Inventory solutions	(•) Yes ( ) No	(•) Yes ( ) No	Other than what has been presented – we feel that the biggest added value we bring to this solicitation is our network of suppliers, customers, contracts and people. Today, we staff over 400 IBS fleet operations with well over 1,100 dedicated vendor managed on-site staff in our US operations. Our track record of driving cost out of fleet-related and warehousing operations stems through four main avenues: inventory management, staffing, transaction cost reduction and shop productivity. We are unique in that we have over 400 unique sites in the US where today NAPA IBS owns and maintains over $175 million in parts inventory for hundreds of thousands of fleet vehicles. NAPA IBS specializes in Vendor Managed Inventory services (VMI). Customized Inventory Management Services • Complete inventory analysis of parts, supplies, tires, chemicals, fluids and much more • Obsolete inventory reduction planning and dispersal services

				• State-of-the-art barcoding of all inventory regardless of vendor • Electronic min/max establishment and regular review to ensure specific fill rates Transaction Cost Reduction • NAPA IBS deals with hundreds of vendors and the customer only receives one monthly statement for parts • IBS can assist with reduction of paperwork through monthly invoice reconciliation services • The goal: Delivering streamlined paperwork and reduction of effort for accounting/billing Technician Training – NAPA IBS Exclusive • NAPA exclusive: Online technician skills assessment • NAPA Training exclusive: Over 200 online tech training modules • NAPA Training Exclusive: Over 50 on-site professional training instructor-led classes • ASE test preparation for shop technicians and shops striving for ASE Blue Seal Certification Fleet Software Integration – NAPA IBS Exclusive • Seamless integration of customer's fleet management system with our IBS HUB inventory management system • This is full-scale integration, not just a data dump • Our staff insures all requested and billed parts are on work orders • Full-time national IT support for IBS operations – including customized IT solutions Contract Compliance Reporting – NAPA US IBS Exclusive • Customer Summary Report – daily overview of parts operation efficiency. • Daily Status Report – work orders fulfilled, unfulfilled and pending. • Parts on Order/Unit Status Report – gives fleet manager view of all pending parts on order relative to specific pieces of equipment, including ETAs.	*

				• Daily Transaction Report – detailed data of each part requests including ordering technician, unit number, work order number, part description, quantity ordered/billed and more. • Vehicle Out of Service Report – shows number and percentage of fleet units current down waiting for parts. • Fill Rate Report – SKU-specific actual fill rates per contract KPIs. • Cost Comparison Detail Report – SKU-level daily report showing last paid cost versus previous cost. We are best-in-class on the training of our people and our customers and pride ourselves in transparency and driving results for fleet and maintenance repair operations.
63	Logistics Management Solutions	(•) Yes ( ) No	(•) Yes ( ) No	In addition to our core function of sourcing and managing Sourcewell customer inventory, we provide a long list of logistics services that make their overall fleet operations run more effectively. What this does is creates a menu of service options for each customer that allows them to customize exactly what we do for them so we know their needs are met. The following are several examples, but not an all-encompassing list, of store and warehouse logistics we manage in the IBS program: • IBS HUB – our proprietary inventory and order management system controls all aspects of analyzing inventory status, placing and tracking orders and deliveries, managing pricing and more so the parts operation is predictable for the customer and runs efficiently. • Barcoding – NAPA IBS barcodes and location codes every item in the parts room, whether NAPA product or sourced product, so we can tell the customer exactly what is on the shelf, where it is, and can get it to them quickly when needed. • Cores/Warranty/Returns Tracking – We track all core and warranty eligible items in IBS HUB as soon as they are issued to the customer. This way, when a

				product is returned to the parts room, we can identify what the appropriate way to process it is. We also handle all claims with the manufacturers/suppliers for the customer. • Delivery Tracking – IBS HUB provides reporting that shows all orders that have been placed, when they are scheduled to arrive, and what units and work orders are waiting on these parts. This helps the customer know when their units will be back in service and eliminates time spent trying to track down orders. • Off-Site Inventory Management – NAPA IBS can manage remote and/or consignment inventories. Unmanned location inventory is managed, replenished and billed through our IBS HUB system. The technology reduces the required headcount to run a customer's parts operation, saving them dollars. • JOEI/NAPA Express – These proprietary sourcing systems allow our IBS store personnel access to our nationwide distribution network to find the parts they need easily. We are also tied into our outside suppliers' inventories so NAPA and non-NAPA parts can be acquired in the best way possible every time. • Virtual Inventory Exchange Warehouse (VIEW) – IBS VIEW is a module within the IBS HUB system that facilitates the exchange of inventory between IBS sites, whether within the same organization or outside of it. This reduces obsolescence, shares outside pricing levels that can help us negotiate better deals and helps find hard-to-source parts. It also integrates with UPS labeling and shipping modules to make a one-stop-shop for moving parts. • Vending Solutions – when requested by a customer, we have the ability to implement vending machine solutions that give them access to parts after hours or at unstaffed locations. • JDE & MIO – NAPA	*

				IBS employs digital warehousing solutions, when beneficial to a fleet operation, through JD Edwards and Manhattan IO platforms. • Shuttle System – NAPA IBS uses innovative shuttle systems to streamline parts supply to our customers by utilizing routes that strategically connect our distribution centers, retail stores and IBS shops. • NAPA AutoCare Centers - NAPA Auto Parts partners with over 14,000 independent automotive repair shops to provide high quality automotive repair and maintenance parts to ASE service professionals. NAPA AutoCare is the largest network of independent mechanics in North America. So, if it is time for routine maintenance or if a Sourcewell member needs major repairs, there is a NAPA AutoCare ASE Certified mechanic nearby. NAPA is highly motivated in partnering Sourcewell members contracted with IBS with our independent network of repair facilities to increase their technician productivity and reduce asset downtime by contracting out certain jobs to local small business NAPA AutoCare facilities. Ensuring the same quality parts are being used on all Sourcewell members equipment and possibly reducing costs by reducing the need of overtime contract mechanics for automotive work.	

Table 15: Industry Specific Questions

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	

64	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The following items are specific, trackable metrics that, if awarded this contract, we will use to measure our success in growing our Sourcewell footprint through the IBS program: 1. Contract Renewals: The ability to renew our existing 50+ Sourcewell IBS contracts through the term of the new contract means customers are happy with the program and partnership we have built and guarantees future revenue for NAPA and Sourcewell. 2. Existing IBS Contract Conversion: We make a concerted effort to promote the Sourcewell contract to our existing standalone customers as a way to continue their service with us without having to issue an RFP. Converting non-cooperative contracts to Sourcewell is a great way to grow our success. 3. New Sourcewell Contracts: Acquiring new government fleet customers through the implementation of the Sourcewell IBS contract is the most impactful way to grow NAPA's and Sourcewell's business simultaneously. 4. Customer Satisfaction Surveys: Every quarter, our local management teams meet with every IBS customer to discuss key wins, opportunities for improvement, and the state of the relationships. Following each of these reviews, the customer submits a satisfaction score that is tracked by NAPA Headquarters. The scores our Sourcewell customers give us are a strong indicator of our ability to deliver on the promise of what we offer.	*
65	Describe your strategy regarding the disposition of existing and remaining inventory at the start of and conclusion of a Participating Entity utilizing your services.	As part of taking over the stockroom NAPA IBS understands the desire of Sourcewell members for NAPA to purchase the existing inventory that is currently on hand at the Sourcewell members location. NAPA's financial requirements can allow, upon review and approval, for NAPA to purchase inventory from a Sourcewell member that is in new, sellable condition, fits the current fleet and has verified issuance history in the most recent 12-month period immediately before the purchase. In addition to the sales justification inventory purchase standard NAPA is also required to complete a full wall to wall inventory to validate the purchase. Another option, if preferred by the customer, is for NAPA to manage existing parts room inventory for Sourcewell members utilizing NAPA's inventory management systems and issuing the inventory at $0.00 to Sourcewell members until the inventory is depleted and replaced with NAPA owned and managed inventory. At the conclusion of a contract - defined as termination, expiration, or non-renewal of the contract -NAPA shall require the Sourcewell member to purchase all non-NAPA branded inventory owned by NAPA and located in the on-site store(s) at NAPA's most recent acquisition cost. Additionally, the Sourcewell member shall have the option to purchase all NAPA branded inventory, owned by NAPA and located in the on-site store(s) at NAPA's current jobber net acquisition cost. This will help any Sourcewell member in their transition period if they choose to separate from NAPA.	*
66	Describe how inventory owned by a Participating Entity is managed.	As mentioned in Question #65, NAPA has the ability to enter customer-owned inventory into our inventory management system and manage it for them. When requested by a technician, we can then issue the parts to them at a cost of $0.00. This allows the customer to still realize the benefits of our inventory management best practices, technology and reporting, without having to conduct a financial transaction on either end of the process. In this system, their inventory would gradually be depleted as requested and would generally be replenished as NAPA IBS-owned inventory after that. Customers often ask us to show them regular status updates on their inventory position and depletion and managing it this way allows us to easily provide them with that information. Certain items, however, such as rare-use parts, critical spares or customer rebuilds, may be replenished and billed to the customer upon receipt but still managed by NAPA in the same way as described above.	*
67	Describe your ability to integrate fleet software into your inventory management program.	NAPA IBS offers exclusive fleet software integration capabilities for on-site and off-site vendor managed services. We also offer more in-depth integration capabilities within our IBS operations where customers may wish to have their current fleet software system integrate with our NAPA IBS point of sale system. This allows electronic transfer of work order parts orders, consolidated billing, data transfer, reporting, and down vehicle reporting to be integrated within our electronic point of sale system, improving shop productivity and ensuring all parts get placed on work orders and are billed correctly. Some of these integrations also allow for invoice reconciliation to happen electronically, dramatically improving productivity time for fleet and accounting departments. NAPA IBS is the only vendor submitting a response to this RFP with the full capability to provide these types of integrations. Others claim to integrate technologies but only offer a mass data dump at the end of each day. What we offer Sourcewell members means real-time data and reporting available to them on demand, a true view of where their shop or facility stands at any moment, and a	

customizable experience for their users that ensures their operational needs are met.

Successful examples of NAPA IBS integrations to third-party fleet and facilities software systems include Assetworks FA and M5, Faster, RTA, Dossier, Chevin, and many more.

In Gwinnett County, Ga., an IBS customer for more than 10 years that adopted the Sourcewell IBS contract in 2020, their fleet management division utilizes AssetWorks software as the driver behind its entire fleet operation. NAPA worked with the County to build a custom integration between our IBS HUB system and their AssetWorks interface to create a more efficient way of doing this and the results were immediate. The County has reduced approximately eight to 10 man hours per day by reducing redundant parts keying and work order reconciliation, saving them valuable time and real dollars. Previously, a daily reconciliation report took four or more hours to compile and review, but today it has been automated and can be audited in under five minutes.

NAPA IBS also has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.

Developing and managing this important technology requires time, financial investment and considerable manpower, so NAPA has invested heavily in a dedicated IT team that can support our operations and our customers throughout the life of our contract:

Donna Wright Walsh	Director, IT & Integrations
Jim Welch	Sr. Business Analyst
Kevin Osborn	Sr. Analyst
Tom Simcox	Product Specialist
Rob Thierry	Product Specialist
Richard Gomez	Product Specialist
Nick Giometti	Developer
Demetrios Papacharalampos	Developer
Nandini Chavan	Developer
Nivedhetha Seshadri	Developer

This team is responsible for supporting our customers in the following areas and more:

- Leading and managing end-to-end integrations for NAPA IBS customers.
- Integrating eCommerce platforms such as Ariba, Coupa, Jaeggar, AConnex, WHI, etc.
- Implementing many eCommerce formats such as:
  - cXml
  - EDI ANS x.12
  - .csv
  - .pdf
  - email
- Implementing a multitude of eCommerce transactions such as:
  - Electronic Orders from customer to NAPA
  - Electronic Acknowledgements to Customers
  - Electronic Invoices to Customers
  - Electronic Payment/Remittance from customer to NAPA
- Integrating Fleet Management Software platforms with NAPA's IBS HUB for IBS customers.

In addition to direct integrations, we also offer unique specialized technology and internet tools that are built into the IBS system, including:

PULSE – Market Inventory Classification System – This tool is used by NAPA to list most vehicles in a fleet and find/stock all applicable replacement parts. This tool will aid NAPA in maintaining the right mix of inventory for our customers.

ProLink Connectivity – NAPA van provide any PC located in our customers facility access to NAPA ProLink. This is an internet-based tool to check inventory levels, costs, etc. on parts stocked in the Full-Service Shop and Self- Service Shop (www.napaprolink.com).

FleetCross – Medium/Heavy Duty OE/Aftermarket E- Catalogs – NAPA can provide our customers facility with access to FleetCross on the web (www.fleetcross.com). NAPA will utilize its contract with FleetCross to provide IBS stores customized parts and service referencing systems for many OE vehicles, equipment, and parts.

68	Describe your reporting and data analysis capabilities and the frequency with which it is provided.	NAPA IBS delivers on-demand, daily, weekly, monthly, quarterly and annual reporting across many metrics for our customers. With the vast amount of data we have nationwide, we also have the capability to deliver ad hoc category-specific reporting. With the diverse array of fleets we handle in our 400+ IBS sites, we have unparalleled access to specific data that can be used to improve cost and efficiency within a government agency. We accomplish this through our exclusive IBS HUB system, which networks all of our company-owned sites nationwide. IBS HUB also allows real-time KPI tracking on certain contract performance metrics with IBS fleet operations: parts fill rates, daily service metrics, inventory special order tracking, down vehicle reporting, inventory readiness, and parts cost comparison reporting. This is exclusive to NAPA IBS company operations and our customers have found it an invaluable technology tool for contract tracking, metric reporting and cost savings tracking. Independent IBS operations have access to a Microsoft Access based program that delivers similar fleet metrics. A sample of the IBS HUB reporting available is included in our supplemental document upload for Warranty & Performance Standards Table: Question #42. *
69	Describe any emergency response services and support included in your proposal.	In the event that a disaster or emergency strikes a Sourcewell customer location, our local management teams are prepared to meet the challenges associated with this type of situation and have lived through them with your members over the history of the IBS program. The following are a few examples of real emergency situations we have handled recently: Hurricane Laura – Louisiana • Category 4 storm in August 2020 that destroyed all local merchant channels, including area NAPA stores, across a large geography. • Large utility fleet and IBS customer designated as first responder and tasked with restoring the local electric utility infrastructure after the storm. • Parts/equipment support needed for thousands of dispatched employees. • NAPA provided personnel support within 24 hours, sourced from our surrounding distribution centers and stores that were still operational. • Within 48 hours, NAPA had implemented tractor trailers as mobile parts and supplies vehicles that provided on-site support throughout the impacted area. • NAPA remained involved on-site with our IBS customer to support their efforts until the restoration of the local infrastructure was completed. COVID-19 Pandemic – Atlanta, GA • Global pandemic arising in the US in Spring 2020 and continuing today. • Several IBS customers in the area are government fleets and Sourcewell users designated as first responders and needing emergency backup staffing and parts support while maintaining operational safety. • Fleet and safety/PPE products were sourced and available for use by all first responders and all on-site personnel safety measures were strictly followed. • K-12 school district customers were shut down completely, leaving staff at potential risk of unemployment. NAPA IBS redistributed their talent to working operations in our retail and IBS network and provided consulting for fleets on how to retain their staff in other functions. COVID-19 Pandemic – Ventura, CA • PPE supplies unavailable throughout the state during initial spread in March 2020. • NAPA IBS sourced supplies from outside sources for the City of Ventura, a Sourcewell member customer, including 110 gallons of hand sanitizer and disinfectant. • At the City, 95 percent of all parts requests are supplied within 24 hours of request, and 85 percent are issued on demand. In all emergency cases, it is our job to provide backup or increased staffing, after-hours support and on-demand distribution for governments across the US and Canada. Early on in the COVID-19 pandemic NAPA was identified as an essential business in support of first responders and emergency operations and it has been our brick-and-mortar distribution infrastructure that has allowed us to serve them as well as we have. When an emergency hits, we stock up on the products that we know our customers will need, whether tires, snow removal equipment, light bulbs, PPE supplies or anything else, so they won't run out when it matters most. Also, because of our national footprint and distribution foundation, we can promise that no individual emergency will take away our ability to support Sourcewell members. We always have the capability to source from somewhere else if any particular location is affected. * While we will always respect and defer to the customer's emergency policies, GPC has a detailed Emergency Plan in place that establishes procedures to mitigate the effects of a disaster in an effective and efficient manner. Our staff is fully trained and have experience serving our customers, managing media and training others in the

		following cases and more: • Flooding • Hurricanes • Fires • HAZMATs • Power Outages • Snow/Ice • Tornado • Pandemic Outbreak Upon opening a new IBS location, our management team will work with our customers to define the critical processes and the minimum staffing levels required to maintain the business operation for a period of weeks following a disaster situation. We will ensure our initiatives are in line with current customer procedures and that they will protect both our and the customer's employees and facilities. In the case of an after-hours emergency that requires additional parts service at an IBS location, we have flexible options for how to manage the situation to accommodate the customer's needs in the best way possible. Some options that we have found to be efficient and successful are below, but we will work with the customer to arrange a plan that fits their protocol and desires. • For large enough government operations, our IBS Site Managers, Area Managers and Project Managers will be available "on call" to assist on-site in an emergency situation where parts service is required. In this situation, all transactions would be approached as normal. • In some cases, we will arrange for a parts allotment to be available to customer staff outside of our parts room operating hours based on proven models in other IBS locations. The IBS Manager will then reconcile the inventory each morning. In any case, it is important to know that our team will be fully trained in our procedures and the customer's and that IBS will always be there to support their fleet in any situation. Additionally, all of our distribution centers and stores stock up on emergency equipment and supplies from NAPA, our other subsidiaries and outside vendors, during high risk periods to make sure we have the customer's needs covered. In addition to the physical needs of a shop during emergency situations, we also have data security practices in place to protect our information and our customers' in the case of instances where data could be affected. We have existing Sourcewell IBS customers who have gone through hurricanes, power outages and more and our data has always been secured and maintained through our backup servers located in Atlanta and Dallas.	
70	Describe any training, consultative, and administrative or technical support services that you offer related to your Vendor Managed Inventory or Logistics Management services.	We are dedicated to helping productivity in the shop through shop training, IT support and other consulting efforts. NAPA IBS has tools to keep the government/education fleet technicians and fleet managers on the cutting edge of operating their fleets. Technician Training - NAPA IBS Exclusive • NAPA exclusive: Online technician skills assessment • NAPA Training exclusive: Over 200 online tech training modules • NAPA Training Exclusive: Over 50 on-site professional training instructor-led classes • ASE test preparation for shop technicians and shops striving for ASE Blue Seal Certification Technology & Innovation Support • Dedicated NAPA IBS Integrations Team • Local Operational Success Managers • Shop technology consulting • Fast support on all technology issues Stockroom Optimization & Construction • Stockroom schematics and layout consulting • Shelving and storage provisions • Construction project facilitation • Location expansions and consolidations	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Question #9 - Genuine Parts Company 2019 Annual Report.pdf - Wednesday October 28, 2020 09:31:24
- Marketing Plan/Samples - Marketing Plan Questions #32 & #33 - IBS Website, Print Materials, Digital Promo Samples.pdf - Wednesday October 28, 2020 10:31:26
- WMBE/MBE/SBE or Related Certificates - Value-Added Attributes Questions #36 & #39- Training Course Lists, Corporate Sustainability.pdf - Wednesday October 28, 2020 11:19:58
- Warranty Information - Question #42 & #68 - IBS HUB Reporting.pdf - Wednesday October 28, 2020 10:55:25
- Pricing - Question #49 - Sourcewell Member Contract, Sample Operating Statements, 9074 Pricing Profile.pdf - Wednesday November 04, 2020 09:52:16
- Additional Document - Additional Upload - Questions #21, #26, & #60 - Reference Letters, Business Review Sample, Product Line Cards.pdf - Wednesday October 28, 2020 14:52:00

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jett Kuntz, Vice President, NAPA Fleet & IBS, Genuine Parts Company / NAPA Integrated Business Solutions

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_VMI_Logistics_MGMT_RFP_110520 Tue October 27 2020 03:58 PM	☑	1
Addendum 5_VMI_Logistics_MGMT_RFP_110520 Wed October 21 2020 02:03 PM	☑	1
Addendum 4_VMI_Logistics_MGMT_RFP_110520 Mon October 19 2020 01:11 PM	☑	2
Addendum 3_VMI_Logistics_MGMT_RFP_110520 Thu October 8 2020 01:01 PM	☑	1
Addendum 2_VMI_Logistics_MGMT_RFP_110520 Mon September 28 2020 03:21 PM	☑	2
Addendum 1_VMI_Logistics_MGMT_RFP_110520 Thu September 24 2020 10:16 AM	☑	3

INTEGRATED SUPPLY AGREEMENT

BY AND BETWEEN

GENUINE PARTS COMPANY

AND

THE CITY OF COCOA, FL

INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF COCOA

THIS INTEGRATED SUPPLY AGREEMENT (this "Agreement") is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) ("NAPA"), and the **CITY OF COCOA**, a Florida municipal corporation, ("CUSTOMER"), to be effective as of the 24th day of July, 2018 (the "Effective Date").

WITNESSETH

WHEREAS, pursuant to a competitive bidding and selection process by the National Joint Powers Alliance (hereinafter, "NJPA"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, NJPA and NAPA executed contract #061015 on July 21, 2015 (hereinafter, "NJPA Contract"), attached hereto as Exhibit C, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of NJPA (hereinafter, "Member"), the State of Florida and its related entities (hereinafter, "User Agencies") are authorized to utilize the pricing and incentives available to NJPA Members set forth in the NJPA Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such NJPA Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CUSTOMER and NAPA agree that the NJPA Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the NJPA Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER's locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the "Inventory") to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA ("On Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.

(b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.

(c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.

2. **CUSTOMER'S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

301 Shearer Blvd., Cocoa, FL 32922
Fleet Manager: Tony Jones

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

3. **TERM.** This Agreement shall begin the date this Agreement is fully executed and shall end when the NJPA Contract terminates or expires, or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the NJPA Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the NJPA Contract is renewed or extended upon the mutual written agreement of the Parties. This Agreement shall terminate automatically upon the termination, for any reason, of the NJPA Contract. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. **DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 25th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER, and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. **DUTIES AND RESPONSIBILITIES OF CUSTOMER.** CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CUSTOMER shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory.

Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. **ALTERNATIVE SUPPLIERS.** Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

7. **PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

There are two pricing options available to CUSTOMER. The pricing option for *this* Agreement must be indicated by CUSTOMER initials, below.

CUSTOMER INITIALS:

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

(a) ***Product Costs.*** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "***NAPA Product Costs***," which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs***," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER on a "9074 NAPA Pricing Profile"
Non-NAPA Product Costs	Billed to CUSTOMER at a 25% gross profit rate (gross profit is acquisition cost divided by .75)

Operational Costs	Paid entirely by NAPA
Net Profit Target	Amounts will be refunded or charged based on the failure or achievement of an overall 10% net profit for the previous month.

NAPA Product Costs shall be billed to CUSTOMER based on a "9074 NAPA Pricing Profile" which has been provided to CUSTOMER in connection with this Agreement. Non-NAPA Product Costs shall be billed by NAPA to yield a gross profit of twenty-five percent (25%). All Operational Costs shall be borne by NAPA.

Sales at each On Site Store location will be reviewed after the first ninety (90) days of operation and on a month by month basis thereafter to ensure a ten percent (10%) net profit for NAPA. If monthly sales at each On Site Store, independently as opposed to in the aggregate, are producing more than a ten percent (10%) net profit for NAPA, NAPA will pay to CUSTOMER, via a refund check, the overage. Conversely, if NAPA's net profit for the preceding month is less than ten percent (10%), NAPA will bill CUSTOMER for the deficiency.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum payment obligation pursuant to this profit guarantee shall be set at $ Amend.; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS**

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a twenty-five percent (25%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing for such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

CUSTOMER INITIALS:

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

(a) ***Product Costs.*** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "***NAPA Product Costs***," which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs***," which is the pricing of products which have not been manufactured by

NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is store acquisition cost divided by .90)
Non-NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is acquisition cost divided by .90)
Operational Costs	Billed to CUSTOMER in accordance with Section 7(b) above.
Net Profit Target	10% net profit for NAPA

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Costs will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for

Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Costs on an "in arrears" basis.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum payment obligation pursuant to this profit guarantee shall be set at $ See amend.; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS**

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

8. INSURANCE.

(a) CUSTOMER is a state agency and is self-insured for liability and workers compensation through the Department of Administrative Services. CUSTOMER shall provide to NAPA, upon execution of this Agreement, a copy of all Certificates of Insurance evidencing the insurance coverages above.

(b) NAPA shall maintain during the term of this Agreement worker's compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

(c) The insurance policies in this section required to be held by each party shall contain a waiver of subrogation against the other party.

(d) Neither CUSTOMER nor the Department of Administrative Services shall procure or provide insurance for NAPA property or Inventory.

9. NO LIENS.

(a) CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

(b) CUSTOMER grants NAPA a power of attorney to execute such documents as are necessary to protect NAPA's interest in the Inventory on consignment on CUSTOMER's premises, including any UCC-1 statements.

10. PERSONNEL. NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

11. WARRANTY/LIABILITY DISCLAIMER. All products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. TERMINATION FOR CAUSE. This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

13. EFFECT OF TERMINATION. Immediately upon termination of this Agreement by either party for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 14, 15, 18, and 20 shall survive the termination of this Agreement for any reason.

14. BUY-BACK OF INVENTORY. Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA branded Inventory owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost, and CUSTOMER shall have the option to purchase all NAPA branded Inventory, owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost.

CUSTOMER INITIALS: 

15. CHANGE OF CONTROL. NAPA may unilaterally terminate this Agreement by giving thirty (30) days written notice to CUSTOMER upon the occurrence of any one or more of the following events:

(a) A change in the management or ownership of CUSTOMER;

(b) A sale, lease, assignment or other transfer of CUSTOMER'S business or assets, whether through a stock purchase, merger, asset purchase, or other similar transaction, of at least a ten percent (10%) interest therein.

16. LANDLORD CONSENT AND WAIVER. Not Applicable.

17. INDEMNIFICATION. NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or

demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

18. NOTICES. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922
Attn: Dan Dvorak
Telephone: (321) 633-5585
Fax: (321) 633-5560

As to CUSTOMER: City of Cocoa
65 Stone Street
Cocoa, FL 32922
Attn: City Manager
Telephone: (321) 433-8800

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 18.

19. FORCE MAJEURE / DAMAGE OF PREMISES.

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

20. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing,

the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

21. **AMENDMENTS.** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

22. **NO WAIVER OF RIGHTS.** No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

23. **LIMITATIONS ON RIGHTS OF THIRD PARTIES.** All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

24. **INDEPENDENT CONTRACTOR.** The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

25. **CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Georgia.

26. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

27. **SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

28. **SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

29. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

30. **AMENDMENT TO INTEGRATED SUPPLY AGREEMENT**. Simultaneous with the execution of this Agreement, NAPA and CUSTOMER shall execute that certain Amendment to Integrated Supply Agreement dated as of even date herewith, attached hereto as Exhibit D.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: _____
Name: Patrick Wolfe
Title: Southeast Division Vice President

CITY OF COCOA

By: _____
Name: John Titkanich
Title: City Manager

EXHIBIT A

ASSIGNMENT

See attached.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER/POP], a Space Coast Auto Supply, Inc. (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated 7.24, 2018 by and between Genuine Parts Company and City of Cocoa, FL (the "Integrated Supply Agreement").

Location(s): 65 Stone St., Cocoa, FL 32922

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein.

The parties hereto agree that the assignment as set forth herein shall be effective as of midnight on 7/24, 2018.

IN WITNESS WHEREOF, the undersigned have set their hands this 24th day of July 2018.

ASSIGNOR:

GENUINE PARTS COMPANY

By: _____

Name: Dan Dvorak

Its: Southeast Division Vice President

ASSIGNEE:

Space Coast Auto Supply, Inc. [JOBBER]

By: _____ Name: Patrick Wolfe

Its: President

Agreed and acknowledged: City of Cocoa, FL [CUSTOMER]

By: _____ Name: **John Titkanich**

Its: City Manager

EXHIBIT B

SAMPLE PROFIT AND LOSS STATEMENT
[NOTE TO DRAFT: PROFIT AND LOSS STATEMENT HAS BEEN UPDATED/REVISED]

Estimated Operating Expenses

Projection	Monthly Performa	% to SALES	Annual Performa	% to SALES	
SALES	**50,000**		**600,000**		**Parts Bill For Customer (Parts Billed at Cost +0%)**
Less Cost of Sales	50,000	100.00%	600,000	100.00%	
Sales Less Cost	0	0.00%	0	0.00%	
Less Handling Chrg	0	0.00%	0	0.00%	
GROSS PROFIT	0	0.00%	0	0.00%	
Advertising	0	0.00%	0	0.00%	
Net Salaries	0	0.00%	0	0.00%	
Travel	0	0.00%	0	0.00%	
Sales - Misc.	0	0.00%	0	0.00%	
G.M. Travel	0	0.00%	0	0.00%	
TOTAL SALES EXP.	**0**	0.00%	**0**	**0.00%**	
SALARIES - EXEC.	**0**	0.00%	**0**	**0.00%**	
PAYROLL - Acct.	450	0.90%	5,400	0.90%	Accounting & Data Processing Fee
-General Office	375	0.75%	4,500	0.75%	Fixed Expense @ .75% of sales
-Counter - J. S.	3,000	6.00%	36,000	6.00%	1 Parts Manager
-Delivery	0	0.00%	0	0.00%	No Drivers
TOTAL PAYROLL	**3,825**	7.65%	**45,900**	**7.65%**	
Bad Debts	0	0.00%	0	0.00%	
data proc	0	0.00%	0	0.00%	
Delivery - Ins	0	0.00%	0	0.00%	
Maintenance	0	0.00%	0	0.00%	
Truck Deprec.	0	0.00%	0	0.00%	
Dep- F. & F.	0	0.00%	0	0.00%	
Empl. Ben. - Pen.	0	0.00%	0	0.00%	
-Other	750	1.50%	9,000	1.50%	Health Insurance Premiums
Freight & Postage	300	0.60%	3,600	0.60%	
Insurance	350	0.70%	4,200	0.70%	General, Worker's Comp &Inventory
Interest	0	0.00%	0	0.00%	
Legal & Pro.	0	0.00%	0	0.00%	
L.H.&W.	0	0.00%	0	0.00%	
Rent	0	0.00%	0	0.00%	
Sta. & Shipping	0	0.00%	0	0.00%	
Stock Loss	0	0.00%	0	0.00%	
Store	100	0.20%	1,200	0.20%	Misc. Store Expenses (Fax Machine, Paper, Toner etc.)
Taxes (Not Income)	400	0.80%	4,800	0.80%	Payroll Taxes for Employees @ this Location
Telephone	0	0.00%	0	0.00%	
Travel (Not Sales)	0	0.00%	0	0.00%	
TAMS	1,200	2.40%	14,400	2.40%	TAMS Computer & Equipment Lease/Depreciation Expense, Maint./Support Fee's & Tams Misc. Expenses
Training	0	0.00%	0	0.00%	Training Materials for NAPA Employees
TOTAL MISC. EXP.	**3,100**	6.20%	**37,200**	**6.20%**	
Executive Fees	0	0.00%	0	0.00%	
TOTAL EXPENSES	**6,925**	13.85%	**77,004**	**12.83%**	
Operating Income	-6,925	-13.85%	-77,004	-12.83%	
Misc. Inc: Disc.(net)	0	0.00%	0	0.00%	
Others	**6,925**	13.85%	**83,100**	**13.85%**	**Operating Expense Reimbursement by City of Cocoa**
PROFIT	**5,000**	**10.00%**	**60,000**	**10.00%**	**Estimated Management Fee for City of Cocoa**

EXHIBIT C
NJPA CONTRACT

Contract Award
RFP #061015

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES AND INVENTORY MANAGEMENT SOLUTIONS

In compliance with the Request for Proposal (RFP) for FLEET RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES AND INVENTORY MANAGEMENT SOLUTIONS the undersigned warrants that he/she have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, executions, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Genuine Parts Company/NAPA Integrated Business Solutions (IBS) Date: June 10, 2015

Company Address: 2999 Circle 75 Parkway SE

City: Atlanta State: GA Zip: 30099

Contact Person: Jeff Kuntz Title: Vice President, NAPA IBS

Authorized Signature (Ink only): _____ Jeff Kuntz
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS

Genuine Parts Company/NAPA Integrated Business Solutions (IBS)
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined products/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be July 21st, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ NJPA Executive Director — Dr. Chad Coauette (Name printed or typed)

Awarded this 21st day of July, 20 15 — NJPA Contract Number 061015-GPC

NJPA Authorized signature _____ NJPA Board Member — Scott Veronen (Name printed or typed)

Executed this 21st day of July, 20 15 — NJPA Contract Number 061015-GPC

Proposer hereby accepts this award including all accepted exceptions and NJPA modifications identified on FORM C.

Vendor Name Genuine Parts Company/NAPA IBS

Vendor Authorized signature _____

Title: Vice President - NAPA IBS (Name printed or typed)

Executed this 21st day of July, 20 15 — NJPA Contract Number 061015-GPC

42

EXHIBIT D

AMENDMENT TO INTEGRATED SUPPLY AGREEMENT

See attached.

AMENDMENT TO INTEGRATED SUPPLY AGREEMENT
BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF COCOA, FL

THIS AMENDMENT TO INTEGRATED SUPPLY AGREEMENT (this "Amendment") is entered into this __ day of _____, 2018 (the "Amendment Effective Date") by and between **GENUINE PARTS COMPANY**, a Georgia corporation ("NAPA") and the **CITY OF COCOA**, a Florida municipal corporation ("CUSTOMER").

WHEREAS, NAPA and CUSTOMER are parties to that certain Integrated Supply Agreement dated as of _____, 2018 (the "Agreement") for the supply and sale of automotive parts and related supplies at certain locations as required by CUSTOMER; and

WHEREAS, NAPA and CUSTOMER desire to amend the Agreement according to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NAPA and CUSTOMER hereby agree to amend the Agreement as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

> "**3.** **TERM**. This Agreement shall begin the date this Agreement is fully executed and shall end on September 30, 2019, or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the NJPA Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the NJPA Contract is renewed or extended upon the mutual written agreement of the Parties. This Agreement shall terminate automatically upon the termination, for any reason, of the NJPA Contract, except that this Agreement shall remain in effect through September 30, 2019 upon the expiration of the NJPA Contract on July 21, 2019. The expiration of the NJPA Contract on July 21, 2019 shall not be considered a "termination" of the NJPA Contract for purposes of determining when an automatic termination of this Agreement shall occur. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination."

3. Section 5(a) of the Agreement shall be amended by adding the foregoing:

"CUSTOMER makes no representations, warranties, promises, covenants, agreements, or guarantees of any kind whatsoever, whether express or implied, oral or written, relating to the usable space provided for the On Site Store. NAPA acknowledges that NAPA has not relied on any representation or warranties of any kind of the CUSTOMER or any agent of the CUSTOMER relating to the usable space. Except as provided in Section 5(d), NAPA further acknowledges and agrees that to the maximum extent permitted by law, the usable space is made available to NAPA on an "AS IS" condition and basis."

4. Section 5(c) of the Agreement shall be amended by adding the foregoing:

"NAPA employees shall be responsible for securing the On Site Store at the conclusion of each work day and otherwise as necessary."

5. Section 7 of the Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER shall remit payment to NAPA for all invoices in accordance with the Florida Prompt Payment Act, s. 218.70, et seq., F.S.

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target"). CUSTOMER's pricing plan is comprised of the following elements:

(a) ***Product Costs.*** Product Costs shall be further divided into "***NAPA Product Costs***," which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs***," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) ***Outside Purchases or Services Costs.*** Outside Purchases or Services Costs is the pricing of those parts or services not traditionally stocked or performed by NAPA.

(c) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary, payroll taxes and benefits payable to or in connection with employees who are located at or serve the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property or general liability insurance policies of NAPA, all equipment supplied by NAPA, freight and postage charges, inventory investment expense, any

restocking charges, cost of the use of the TAMS inventory management system in the On Site Store(s), training materials and expenses, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs or expenses incurred relative to the operation of the On Site Store(s). The Operational Costs estimated in Exhibit B represent the expected and agreed costs for the first year of this Agreement. On an annual basis, and sixty (60) days prior to the anniversary of the Effective Date of this Agreement, NAPA shall submit for CUSTOMER'S approval an updated Operating Expense Statement reflecting NAPA's expected Operational Costs. Except in emergency situations, NAPA acknowledges and agrees that any costs and expenses greater than five percent (5%) above the estimated Operational Costs on a total per month basis listed on the effective Operating Expense Statement must be approved by CUSTOMER's city council prior to being incurred and passed through to CUSTOMER for payment under the terms and conditions of this Agreement. Except in emergency situations, any costs and expenses above the estimated Operational Costs on a total per month basis which are five percent (5%) or less above the estimated Operational Costs must be approved by CUSTOMER's city manager prior to being incurred and passed through to CUSTOMER for payment under the terms and conditions of this Agreement. For purposes of illustration, and as established in Exhibit B, the estimated Operational Costs on a total per month basis for the first year of this Agreement shall be $6,925.00 per month. Thus, any amount exceeding $6,925.00 in Operational Costs in any month must be approved by either CUSTOMER'S city manager or city council as provided in this section. In the event that CUSTOMER requires NAPA to provide emergency back-up services or products in an emergency situation, the CUSTOMER's city manager's determination of an emergency shall constitute pre-approval of such overtime or product expenses. Pursuant to CUSTOMER's Financial Operations Manual policies, the city manager shall have the authority to contract for and authorize payment for purchases in an amount not exceeding $100,000.00. In such cases, the city manager shall notify the City Council of the emergency purchase thereafter.

(d) ***Management Fee***. CUSTOMER shall be billed a Management Fee (as defined below) on a monthly basis in accordance with the terms below.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at current jobber net store

Non-NAPA Product Costs and Outside Purchases and Services	acquisition cost Billed to CUSTOMER at NAPA's cost plus a zero percent (0%) gross profit rate
Operational Costs	Billed to CUSTOMER in accordance with subpart (c) above.
Management Fee	Billed to CUSTOMER in accordance with the terms below
Net Profit Target	10% net profit for NAPA

NAPA Product Costs shall be billed to CUSTOMER at current jobber net store acquisition cost. Non-NAPA Product Costs and Outside Purchases/Services shall be billed to CUSTOMER at NAPA's cost plus a zero percent (0%) gross profit rate. Operational Costs will be charged to CUSTOMER in accordance with subpart (c) above, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an "in arrears" basis.

CUSTOMER shall pay to NAPA on a monthly basis a management fee equal to ten percent (10%) of the Total Monthly Net Sales (as defined below) during the preceding month (the "Management Fee"). For purposes hereof, "Total Monthly Net Sales" means the total dollar amount of all products (both NAPA and Non-NAPA) and outside purchases and services sold to the CUSTOMER during the preceding month at the costs set forth in the pricing plan summary above less purchase returns.

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a zero percent (0%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement."

6. Section 8 of the Agreement (INSURANCE) is hereby deleted in its entirety and replaced with the following:

" **8. INSURANCE.** NAPA shall keep in force and at all times maintain during the term of this Agreement:

(a) General Liability Insurance: General Liability Insurance issued by responsible insurance companies and in a form reasonably acceptable to CUSTOMER, with limits of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage, personal injury, and products and completed operations.

(b) Worker's Compensation Coverage: Full and complete Workers' Compensation Coverage, including coverage for its employees located at the On Site Store, as required by Florida law, shall be provided.

(c) Insurance Certificates: NAPA shall provide CUSTOMER with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) reasonably acceptable to the CUSTOMER. Said Liability Policies shall provide that the CUSTOMER be an additional insured to the extent of NAPA's indemnification obligations herein. NAPA shall use reasonable commercial efforts to notify the CUSTOMER of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are reasonably acceptable to the CUSTOMER and licensed and authorized under the laws of the State of Florida.

(d) Personal Property: In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store."

7. The last sentence of Section 10 of the Agreement (PERSONNEL) is hereby deleted and replaced with the following: "If NAPA and the CUSTOMER fail to mutually resolve a personnel issue as set forth in this Section 10, CUSTOMER will decide the issue in its sole discretion; provided that CUSTOMER will not request that NAPA remove or replace any of the NAPA personnel in the On Site Store(s) for reasons that are discriminatory or otherwise contrary to law."

8. Section 12(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

> " In the event that the other party fails or refuses to pay any amounts due under this Agreement in accordance with the payment provisions contained in the Amendment to this Agreement attached hereto;"

9. Section 13(a) of the Agreement (EFFECT OF TERMINATION) is hereby deleted in its entirety and replaced with the following:

" (a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any undisputed amounts due and owing to NAPA at the time of termination."

10. Section 14 of the Agreement is hereby amended by adding the following sentence to the end of the section:

"Upon CUSTOMER'S request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store."

11. The last sentence of Section 13(b) is hereby deleted in its entirety and replaced with the following: "The provisions and obligations of Sections 9, 11, 14, 17, 18, 25, 26, 27, 28, 29, 30, 31, 34 and 35 shall survive the termination of this Agreement for any reason."

12. Section 15 of the Agreement (CHANGE OF CONTROL) is hereby deleted in its entirety and replaced with the following:

" **15. CHANGE OF CONTROL.** Intentionally omitted."

13. Section 17 of the Agreement (INDEMNIFICATION) is hereby deleted in its entirety and replaced with the following:

" **17. INDEMNIFICATION.** NAPA shall indemnify and hold harmless CUSTOMER and its agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees arising out of or resulting from: (a) the negligent acts or omissions or intentional misconduct of NAPA, its employees, officers, directors, or agents hereunder; (b) the breach of any provisions hereunder by NAPA; and (c) NAPA's violation of any applicable laws, rules and regulations. NAPA's indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for NAPA, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision. NAPA shall in no way be liable to CUSTOMER for the negligent acts or omissions or intentional misconduct of CUSTOMER, its employees, officers, directors or agents.

The obligations contained in this provision shall survive termination of this Agreement."

14. Section 25 of the Agreement (CHOICE OF LAW) is hereby deleted in its entirety and replaced with the following:

" **25. CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Florida. Venue for any legal action by any party to this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be nonjury."

15. A new Section 31 shall be added to the Agreement as follows:

" **31. ATTORNEY'S FEES.** In the event of any legal action to enforce the terms

of this Agreement, each party shall bear its own attorney's fees and costs."

11. A new Section 32 shall be added to the Agreement as follows:

" **32. COMPLIANCE WITH STATUTES.** It shall be NAPA's responsibility to be aware of and comply with all applicable federal, state and local laws."

12. A new Section 33 shall be added to the Agreement as follows:

" **33. SOVEREIGN IMMUNITY.** The CUSTOMER 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 CUSTOMER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CUSTOMER's potential liability under state or federal law. NAPA agrees that CUSTOMER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. 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."

13. A new Section 34 shall be added to the Agreement as follows:

" **34. RIGHT TO AUDIT.** The CUSTOMER and its auditors, at CUSTOMER's sole cost and expense, shall be entitled to audit the books and records of NAPA to the extent that such books and records relate to the performance of this Agreement upon providing to NAPA at least ten (10) days prior written notice; provided that NAPA shall be required only to provide hard copies of records requested by the CUSTOMER that NAPA maintains electronically, and NAPA shall not be required to grant direct access (i.e., password protected access) to its proprietary computer systems to the CUSTOMER. Said records shall be made available, upon request, for audit purposes, to the CUSTOMER and its auditors. Such books and records shall be maintained by NAPA for a period of five (5) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing. Audits will be limited to once per calendar year."

14. A new Section 35 shall be added to the Agreement as follows:

" **35. PUBLIC RECORDS.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, NAPA 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 NAPA related to the services provided to the CUSTOMER under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the CUSTOMER, may be deemed to be a public record, whether in the possession or control of the CUSTOMER or NAPA; provided, to the extent allowed by law, that the

foregoing shall not include 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) which relate to NAPA's business generally and do not specifically relate to the services provided to the CUSTOMER under this Agreement. 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 NAPA are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the CUSTOMER's designated custodian of public records.

IF NAPA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NAPA'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, 65 Stone Street, Cocoa, Florida 32922.

NAPA is required to and agrees to comply with public records laws. NAPA shall keep and maintain all public records required by the CUSTOMER to perform the services as agreed to herein. NAPA shall provide the CUSTOMER, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. NAPA 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 for the duration of the Agreement term. Upon completion of the Agreement, NAPA shall transfer to the CUSTOMER, at no cost, all public records in possession of the NAPA, provided the transfer is requested in writing by the City Clerk. Upon such transfer, NAPA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, NAPA shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CUSTOMER, upon request from the City Clerk, in a format that is compatible with the information technology systems of the CUSTOMER; provided that nothing in this section shall require NAPA to grant direct access (i.e., password protected access) to its proprietary computer systems to the CUSTOMER. Should the CUSTOMER not possess public records relating to this Agreement which are requested to be inspected or copied by the CUSTOMER or any other person, the CUSTOMER shall immediately notify NAPA of the request and the NAPA shall then provide such records to the CUSTOMER or allow the records to be inspected or copied within a reasonable time; provided that nothing in this section shall require NAPA to grant direct access (i.e. password protected access) to its proprietary computer systems. If the NAPA does not comply with a public records request, the CUSTOMER may enforce this Section to the extent permitted by law. NAPA acknowledges that if the NAPA does not provide the public records to the CUSTOMER

within a reasonable time, NAPA may be subject to penalties under Section 119.10, Florida Statutes. NAPA acknowledges that if a civil action is filed against NAPA to compel production of public records relating to this Agreement, the court may assess and award against NAPA 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 NAPA, be open and freely exhibited to the CUSTOMER for the purpose of examination, audit, or otherwise. Failure by NAPA 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 CUSTOMER upon delivery of a written notice of cancellation. If NAPA fails to comply with this Section, and the CUSTOMER must enforce this Section, or the CUSTOMER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to NAPA's failure to comply with this Section, the CUSTOMER shall collect from NAPA prevailing party attorney's fees and costs, and any damages incurred by the CUSTOMER, for enforcing this Section against NAPA. And, if applicable, the CUSTOMER shall also be entitled to reimbursement of all attorneys' fees and damages which the CUSTOMER had to pay a third party because of the NAPA's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement."

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be made and executed by their duly-authorized representatives effective as of the Amendment Effective Date.

GENUINE PARTS COMPANY

By: Patrick Wolfe
Name: Patrick Wolfe
Title: Southeast Division Vice President

CITY OF COCOA

By:
Name: John Titkanich
Title: City Manager



Integrated Business Solutions
PARTS. PEOPLE. PRODUCTIVITY.

NAPA IBS Partner and Friend,

I hope you have been doing well and are excited to start a new year! I am reaching out to you today to inform you that our agreement for Integrated Business Solutions will require some simple maintenance, in the near future.

Our current agreement utilized the national cooperative IBS contract with Sourcewell which enabled you to adopt a vetted and competitively bid national contract that satisfies government procurement processes. Our current agreement with Sourcewell, and subsequently our own contract with you, has a maturity date of July 21st, 2021. NAPA IBS submitted an RFP response for a new Sourcewell IBS contract term in 2020 which was accepted and awarded to NAPA in December. Sourcewell #061015-GPC "Fleet Supply Chain, Parts & Inventory Management" will soon be replaced by Sourcewell #110520-GPC "Fleet Supply Chain, Parts & Inventory Management".

In our efforts to keep your contract compliant and up to date we have been working with Sourcewell and our internal contracts team to draft simple amendment that only memorializes the new Sourcewell contract number and makes no further changes to your existing terms and conditions. In the coming days, I will be sending you an amendment for your review that will be short and simple and satisfy our mutual interest to keep the contract up to date and most importantly stay in contract compliance with you.

Please be on the lookout for this amendment draft. Should you have any questions please, don't hesitate to call me.

Thank you,

Mark A. Smith

727-243-2401

Mark_smith@genpt.com

Legislation Details (With Text)

File #:	21-132	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Multi-Year Contract
File created:	2/3/2021			**In control:**	City Council
On agenda:	2/23/2021			**Final action:**	
Title:	Approve to piggyback the General Services Administration (GSA) Contract #GS-35F-327GA for Cloud Base Vehicle GPS location service with Samsara Networks Inc. for the contract period of March 28, 2017 through March 27, 2022. Authorize the City Manager to execute the standard piggyback form and a Multi-Year Users License Agreement with Samsara Networks Inc. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Renewal.pdf GS-35F-327GA_Clause_Details.pdf Samsara GSA_.pdf Standard Form for New Piggyback Contract GSA Sched 70-Contract No. GS-35F-327GA -Samsara				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 3, 2021
Agenda Date: February 23, 2021
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith III P. E., Public Works Director / City Engineer
Requested Action:
Approve to piggyback the General Services Administration (GSA) Contract #GS-35F-327GA for Cloud Base Vehicle GPS location service with Samsara Networks Inc. for the contract period of March 28, 2017 through March 27, 2022. Authorize the City Manager to execute the standard piggyback form and a Multi-Year Users License Agreement with Samsara Networks Inc.

BACKGROUND:

For the last three years, the City of Cocoa has been using a web-based vehicle Global Positioning System (GPS) fleet tracking software from Samsara Networks Inc. The City has 229 units deployed across 16 Department / Divisions. This software provides live vehicle and equipment tracking, vehicle telemetric and powertrain data, and GPS locations. These modules directly interface with the vehicle powertrain control module or PCM with internal cellular Wi-Fi, Bluetooth and GPS4 technology. This allows Cocoa Fleet to get real-time vehicle system monitoring, engine diagnostic, powertrain system failure alerting, live fault code alerting and pre-trouble codes before the driver is alerted by the check engine light. The in-vehicle unit allows the vehicle to integrate the following: e-logs, drive sensors, and dash cams. The software provides automatic and manual reports of vehicle health, fuel consumption, idle time, driver safety, and over 100 other reports. The addition of the software has

provided an enhanced management tool for accountability and has become a component of daily operations for many department/divisions.

The current user agreement expired on December 30, 2020. Samara changed their business platform and there is no charge for the upgraded hardware. There is a charge of $23 per month per vehicle gateway to give all users access to the cloud-based application. The cost of the FY22 service will be included in the budget to be presented to Council for adoption. Staff is recommending continuing with the Samsara Platform and additional VG units as needed.

STRATEGIC PLAN CONNECTION:

Full Management and accountability of City Assets

BUDGETARY IMPACT:

Budgeted Yes

Crosses multiple years. FY21 is budgeted and the Budget for FY22- through March of 2022, which will be included with the adoption of the FY22 Budget.

DEPT#	DEPARTMENT NAME	CHARGE ACCOUNT	VG33 - 34	MONTHLY	ANNUAL - 10 MONTHS
1600	GENERAL FUND OPERATION	001-1600-513.56-15	1	$23.00	$230.00
1103	INFORMATION TECHNOLOGY	001-1103-516.56-15	2	$46.00	$460.00
2100	COCOA POLICE ADMIN.	001-2100-521.56-15	58	$1,334.00	$13,340.00
2132	CODE ENFORCEMENT	001-2132-524.56-15	4	$92.00	$920.00
2200	FIRE ADMIN.	001-2200-522.56-15	0	$0.00	$0.00
2201	FIRE OPERATIONS	001-2201-522.56-15	7	$161.00	$1,610.00
3200	COMMUNITY SERVICES	001-3200-515.56-15	1	$23.00	$230.00
3200	COMMUNITY SERVICE BUILDING	107-3200515.56-15	2	$46.00	$460.00
3500	PUBLIC WORKS ADMIN.	001-3500-519.56-15	0	$0.00	$0.00
3510	PUBLIC WORKS STREETS	001-3510-541.56-15	1	$23.00	$230.00
3520	PUBLIC WORKS GROUNDS	001-3520-572.56-15	8	$184.00	$1,840.00
3540	FLEET MAINTENANCE	001-3540-519.56-15	3	$69.00	$690.00
3560	FACILITIES MAINTENANCE	001-3560-519.56-15	3	$69.00	$690.00
3580	CAPITAL PROJECTS	001-3580-519.56-15	0	$0.00	$0.00
1515	FIELD SERVICES	421-1515-536.56-15	28	$644.00	$6,440.00
4010	WATER / SEWER ADMIN & LAB	421-4010-536.56-15	3	$69.00	$690.00
4020	DYAL	421-4020-536.56-15	20	$460.00	$4,600.00
4025	WATER TRANS. DIS.	421-4025-536.56-15	62	$1,426.00	$14,260.00
4055	UTILITIES ENGINEERING	421-4055-536.56-15	3	$69.00	$690.00
4120	SELLERS	421-4120-536.56-15	4	$92.00	$920.00
4125	WFO SEWER MAINT.	421-4125-536.56-15	9	$207.00	$2,070.00
3570	STORM WATER	423-3570-538.56-15	10	$230.00	$2,300.00
			229	$5,267.00	$52,670.00

powered by Legistar™

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve to piggyback the General Services Administration (GSA) Contract #GS-35F-327GA for Cloud Base Vehicle GPS location service with Samsara Networks Inc. for the contract period of March 28, 2017 through March 27, 2022. Authorize the City Manager to execute the standard piggyback form and a Multi-Year Users License Agreement with Samsara Networks Inc.

Samsara Networks Inc
444 De Haro St Suite 101
San Francisco, CA 94107
www.samsara.com

QUOTE #14123191

Issued 01-21-2021

Expiration

Prepared For:
City of Cocoa
301 Shearer Blvd
Cocoa,
FL
32922

Prepared By:
Arielle Siem
arielle.siem@samsara.com

Quote Summary

	Subtotal
Hardware and Accessories	$0.00
License Term– 36 Months	

Shipping and Handling	$0.00
Sales Tax Total	$0.00
First Month Payment	**$5,267.00**
Payments Beginning Month Two	**$5,267.00**

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*Sales tax subject to change

Samsara Networks Inc
444 De Haro St Suite 101
San Francisco, CA 94107
www.samsara.com

Licenses	Quantity	Monthly Unit Price	Monthly Total Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	229	$23.00	$5,267.00
		Monthly License Due	$5,267.00

Samsara Networks Inc
444 De Haro St Suite 101
San Francisco, CA 94107
www.samsara.com

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business- relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara fleet tracking solution include cellular gateways, hardware accessories, and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Cellular data connectivity
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- WiFi hotspot connectivity (VG34 gateways, 500 MB/mo capacity)
- Over-the-air software feature upgrades
- API access as it relates to safety features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not charge per-feature license fees, or other hidden costs.

Samsara Networks Inc
444 De Haro St Suite 101
San Francisco, CA 94107
www.samsara.com

Payment Terms

This order form includes a one-time fee of hardware cost to be paid upfront and a Service License cost to be paid monthly. The monthly fees are payable by recurring wire transfer. All transfers are subject to a 3% processing fee unless the wire transfer is initiated by Samsara via ACH, in which case the 3% processing fee will be waived. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term begins on the day your Samsara hardware ships. If you wish to continue using the service when your license term ends, you may renew your license. Samsara hardware requires a valid license to function.

Support and Warranty

Samsara stands behind its Products. The following Hardware come with a five (5) year warranty: VG-series gateways, GW22 gateways, IG-series gateways, CM-series cameras, and HM-series monitors. All other Hardware products come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced. Additional support information can be found at www.samsara.com/support.

Terms

Your use and access of the Hardware, Products, Services specified herein are governed by Samsara's terms of service found at https://www.samsara.com/terms-of-service. You agree to be bound by those terms of service unless otherwise agreed to herein or in another agreement. Any terms used but not defined herein, shall have the meanings defined Samsara's terms of service or as otherwise agreed in another agreement.

Samsara Networks Inc
444 De Haro St Suite 101
San Francisco, CA 94107
www.samsara.com

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as approved in writing by the Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between Customer and Samsara Networks Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Please confirm acceptance of this Order Form by signing below:

Signature _____

Print Name: _____

Date: _____

Contract Clause Document

for

Solicitation Number : **47QSMD20R0001**

Refresh Number : **1**

Contract Number : **GS-35F-327GA**

Created on May 15, 2020

TABLE OF CONTENTS

Contract Clauses

52.203-3 - GRATUITIES (APR 1984)..... 1
52.203-6 - RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I - OCT 1995)..... 1
52.207-5 - OPTION TO PURCHASE EQUIPMENT (FEB 1995)..... 1
52.216-18 - ORDERING (OCT 1995)..... 2
52.216-22 - INDEFINITE QUANTITY (OCT 1995)..... 2
52.219-16 - LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)..... 2
52.222-1 - NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)..... 3
52.222-3 - CONVICT LABOR (JUN 2003)..... 3
52.222-9 - APPRENTICES AND TRAINEES (JUL 2005)..... 4
52.224-1 - PRIVACY ACT NOTIFICATION (APR 1984)..... 5
52.224-2 - PRIVACY ACT (APR 1984)..... 5
52.228-5 - INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)..... 6
52.229-1 - STATE AND LOCAL TAXES (APR 1984)..... 6
52.232-37 - MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)..... 7
52.233-3 - PROTEST AFTER AWARD (AUG 1996)..... 7
52.233-4 - APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)..... 8
52.237-2 - PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)..... 8
52.237-3 - CONTINUITY OF SERVICES (JAN 1991)..... 8
52.239-1 - PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)..... 8
52.242-13 - BANKRUPTCY (JUL 1995)..... 9
52.242-15 - STOP-WORK ORDER (AUG 1989)..... 9
52.247-32 - F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)..... 9
52.247-34 - F.O.B. DESTINATION (NOV 1991)..... 11
52.247-38 - F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)..... 12
52.247-39 - F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)..... 12
52.247-64 - PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (FEB 2006)..... 13
52.247-65 - F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991)..... 14
52.247-68 - REPORT OF SHIPMENT (REPSHIP) (FEB 2006)..... 15
552.203-71 - RESTRICTION ON ADVERTISING (SEP 1999)..... 16
552.211-73 - MARKING (FEB 1996)..... 16
552.211-75 - PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)..... 16
552.211-77 - PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)..... 16
552.215-72 - PRICE ADJUSTMENT - FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)..... 16
552.223-70 - HAZARDOUS SUBSTANCES (MAY 1989)..... 17
552.223-71 - NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)..... 18
552.229-70 - FEDERAL, STATE, AND LOCAL TAXES (APR 1984)..... 18
552.229-71 - FEDERAL EXCISE TAX - C GOVERNMENT (SEP 1999)..... 18
552.232-23 - ASSIGNMENT OF CLAIMS (SEP 1999)..... 18
552.232-81 - PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)..... 18
C-FSS-370 - CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)..... 19
G-FSS-900-C - CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)..... 20
I-FSS-163 - OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)..... 20
I-FSS-40 - CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)..... 21
I-FSS-639 - CONTRACT SALES CRITERIA (MAR 2002)..... 21
I-FSS-644 - DEALERS AND SUPPLIERS (OCT 1988)..... 21

52.223-7 - NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)..... 21
52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)..... 22
52.217-8 - OPTION TO EXTEND SERVICES (NOV 1999)..... 25
52.247-38 - F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)..... 25
52.246-4 - INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003).. 25
552.252-6 - AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)..... 26
552.216-70 - ECONOMIC PRICE ADJUSTMENT - FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I - SEP 1999)..... 26
52.223-15 - ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)..... 28
52.225-19 - CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)..... 28
52.225-13 - RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)..... 34
552.246-71 - SOURCE INSPECTION BY GOVERNMENT (JUN 2009)..... 34
552.246-78 - INSPECTION AT DESTINATION (JUL 2009)..... 36
52.208-4 - VEHICLE LEASE PAYMENTS (APR 1984)..... 36
52.208-6 - MARKING OF LEASED VEHICLES (APR 1984)..... 36
52.208-7 - TAGGING OF LEASED VEHICLES (MAY 1986)..... 37
52.215-21 - REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010)..... 37
52.217-9 - OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)..... 37
52.222-40 - NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)..... 37
52.204-9 - PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011).... 38
I-FSS-970 - TRANSACTIONAL FEE AND SALES REPORTING (JUN 2011)..... 39
52.204-4 - PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)..... 39
52.223-5 - POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)..... 40
52.223-10 - WASTE REDUCTION PROGRAM (MAY 2011)..... 40
52.223-19 - COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)..... 41
52.219-3 - NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011).... 41
52.219-6 - NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)..... 42
52.219-6 - NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) (ALTERNATE I - NOV 2011)..... 43
52.219-13 - NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)..... 43
52.219-27 - NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)..... 43
52.223-18 - ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)..... 45
52.251-1 - GOVERNMENT SUPPLY SOURCES (APR 2012)..... 46
52.245-9 - USE AND CHARGES (APR 2012)..... 46
52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)..... 48
52.223-2 - AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)..... 49
52.202-1 - DEFINITIONS (NOV 2013)..... 50
52.232-40 - PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)..... 50
52.203-17 - CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)..... 50
52.216-19 - ORDER LIMITATIONS (OCT 1995)..... 50
52.208-9 - CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)..... 51
52.222-7 - WITHHOLDING OF FUNDS (MAY 2014)..... 52
52.222-17 - NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)..... 52
52.222-42 - STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)..... 55
52.222-49 - SERVICE CONTRACT LABOR STANDARDS - PLACE OF PERFORMANCE UNKNOWN (MAY 2014)..... 56
52.222-51 - EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR

STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT - REQUIREMENTS (MAY 2014) 56
52.222-53 - EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES - REQUIREMENTS (MAY 2014) 57
52.225-1 - BUY AMERICAN SUPPLIES (MAY 2014) 58
52.227-14 - RIGHTS IN DATA - GENERAL (MAY 2014) 59
52.232-17 - INTEREST (MAY 2014) (DEVIATION I - MAY 2003) 63
52.232-36 - PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION I - MAY 2003) 64
52.233-1 - DISPUTES (MAY 2014) 65
52.223-13 - ACQUISITION OF EPEAT - REGISTERED IMAGING EQUIPMENT (JUN 2014) 66
52.223-14 - ACQUISITION OF EPEAT® - REGISTERED TELEVISIONS (JUN 2014) 67
52.222-36 - EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) 67
I-FSS-969 - ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE (OCT 2014) 67
52.204-19 - INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) 69
52.222-21 - PROHIBITION OF SEGREGATED FACILITIES (APR 2015) 69
52.222-29 - NOTIFICATION OF VISA DENIAL (APR 2015) 70
552.223-73 - PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015) 70
52.204-2 - SECURITY REQUIREMENTS (AUG 1996) 71
52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) 71
52.209-10 - PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) 75
52.209-6 - PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) 75
52.222-35 - EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) 76
52.222-54 - EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) 76
52.223-16 - ACQUISITION OF EPEAT® - REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015) 79
52.223-3 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I - JUL 1995) 80
52.219-29 - NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (DEC 2015) 81
52.219-30 - NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC 2015) 83
52.222-37 - EMPLOYMENT REPORTS ON VETERANS (FEB 2016) 85
52.222-55 - MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015) 85
552.228-5 - GOVERNMENT AS ADDITIONAL INSURED (JAN 2016) 89
52.223-11 - OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016) 89
52.223-12 - MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUN 2016) 90
52.223-20 - AEROSOLS (JUN 2016) 91
52.223-21 - FOAMS (JUN 2016) 92
52.204-21 - BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) 92
I-FSS-969 - ECONOMIC PRICE ADJUSTMENT - FSS MULTIPLE AWARD SCHEDULE (OCT 2014) (ALTERNATE II - JUL 2016) 94
552.216-70 - ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (DEVIATION II – JUL 2016) 95
552.211-89 - NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016) 96
52.204-18 - COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) 97
52.224-3 - PRIVACY TRAINING (JAN 2017) 98
52.242-5 - PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017) 99
52.222-62 - PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017) 99
52.222-26 - EQUAL OPPORTUNITY (SEP 2016) 104
52.204-10 - REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016) 107
52.204-15 - SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY

CONTRACTS (JAN 2014)..... 109
52.245-1 - GOVERNMENT PROPERTY (JAN 2017)..... 110
52.219-14 - LIMITATIONS ON SUBCONTRACTING (JAN 2017)..... 121
52.222-19 - CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018) 122
552.212-4 - CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2018) (DEVIATION - FEB 2007) (DEVIATION - FEB 2018)..... 123
552.212-4 - CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2018) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007)..... 130
52.204-23 - PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)..... 142
I-FSS-106 - GUARANTEED MINIMUM (NOV 2018)..... 143
52.222-6 - CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)..... 143
52.222-30 - CONSTRUCTION WAGE RATE REQUIREMENTS - PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (AUG 2018)..... 145
52.222-32 - CONSTRUCTION WAGE RATE REQUIREMENTS - PRICE ADJUSTMENT (ACTUAL METHOD) (AUG 2018)..... 146
52.222-41 - SERVICE CONTRACT LABOR STANDARDS (AUG 2018)..... 147
52.222-43 - FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDSâ??PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)..... 153
52.223-17 - AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)..... 154
52.225-5 - TRADE AGREEMENTS (AUG 2018)..... 154
52.219-9 - SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (ALTERNATE II - NOV 2016)..... 156
I-FSS-600 - CONTRACT PRICE LISTS (OCT 2016)..... 165
52.204-7 - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)..... 169
52.204-13 - SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)..... 170
52.209-9 - UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)..... 172
52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)..... 173
52.232-33 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)..... 175
52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 2019) (ALTERNATE II - JAN 2019)..... 176
52.222-50 - COMBATING TRAFFICKING IN PERSONS (JAN 2019)..... 181
52.228-8 - LIABILITY AND INSURANCE-LEASED MOTOR VEHICLES (MAY 1999)..... 188
552.204-70 - REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)..... 189
552.238-105 - DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAY 2019)..... 190
552.238-107 - TRAFFIC RELEASE (SUPPLIES) (MAY 2019)..... 190
552.238-109 - AUTHENTICATION SUPPLIES AND SERVICES (MAY 2019)..... 190
552.238-110 - COMMERCIAL SATELLITE COMMUNICATION (COMSATCOM) SERVICES (MAY 2019)..... 192
552.238-111 - ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (MAY 2019)..... 194
552.238-115 - SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (MAY 2019)..... 194
552.238-86 - DELIVERY SCHEDULE (MAY 2019)..... 196
552.238-89 - DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)..... 197
552.238-90 - CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)..... 197
552.238-91 - MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019) 197
552.238-92 - VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)..... 198
552.238-93 - ORDER ACKNOWLEDGMENT (MAY 2019)..... 198
552.238-94 - ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)..... 198
552.238-95 - SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (MAY 2019)..... 198
552.238-96 - SEPARATE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY

..... 199
552.238-100 - TRANSSHIPMENTS (MAY 2019)..... 199
552.238-101 - FOREIGN TAXES AND DUTIES (MAY 2019)..... 200
552.238-102 - ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAY 2019)..... 200
552.238-103 - ELECTRONIC COMMERCE (MAY 2019)..... 200
552.238-104 - DISSEMINATION OF INFORMATION BY CONTRACTOR (MAY 2019)..... 201
552.238-106 - INTERPRETATION OF CONTRACT REQUIREMENTS (MAY 2019)..... 201
552.238-112 - DEFINITION (FEDERAL SUPPLY SCHEDULES) - NON-FEDERAL ENTITY (MAY 2019)..... 201
552.238-113 - SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (MAY 2019)..... 202
552.238-114 - USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (MAY 2019)..... 203
552.238-70 - COVER PAGE FOR WORLDWIDE FEDERAL SUPPLY SCHEDULES (MAY 2019) FOR ALL GEOGRAPHIC AREAS..... 205
552.238-77 - SUBMISSION AND DISTRIBUTION OF AUTHORIZED FEDERAL SUPPLY SCHEDULE (FSS) PRICE LISTS (MAY 2019)..... 205
552.238-78 - IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (MAY 2019)..... 206
552.238-79 - CANCELLATION (MAY 2019)..... 208
552.238-80 - INDUSTRIAL FUNDING FEE AND SALES REPORTING (MAY 2019)..... 208
552.238-80 - INDUSTRIAL FUNDING FEE AND SALES REPORTING (MAY 2019) (ALTERNATE I – MAY 2019)..... 209
552.238-81 - PRICE REDUCTIONS (MAY 2019) 211
552.238-81 - PRICE REDUCTIONS (MAY 2019) (ALTERNATE I - APR 2014)..... 212
552.238-82 - MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (MAY 2018) (ALTERNATE I - MAY 2019)..... 212
552.238-82 - MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (MAY 2018) (ALTERNATE II - MAY 2019)..... 214
552.238-83 - EXAMINATION OF RECORDS BY GSA (FEDERAL SUPPLY SCHEDULES) (MAY 2019)..... 215
552.238-84 - DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)..... 215
552.238-85 - CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2019)..... 216
552.238-87 - DELIVERY PRICES (MAY 2019)..... 217
552.238-88 - GSA ADVANTAGE!® (MAY 2019)..... 217
552.238-97 - PARTS AND SERVICE (MAY 2019)..... 217
552.238-98 - CLAUSES FOR OVERSEAS COVERAGE (MAY 2019)..... 218
552.238-99 - DELIVERY PRICES OVERSEAS (MAY 2019)..... 218
552.238-73 - IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (MAY 2019)..... 218
FBG-0002 - SPECIAL ORDERING PROCEDURES (SEP 2019)..... 219
FBG-C-FSS-0001 - LIABILITY AND INSURANCE – RENTED MOTOR VEHICLES (SEP 2019)..... 220
52.204-25 - PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)..... 220
52.204-24 - REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)..... 222
I-FSS-972 - PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)..... 223
552.212-71 - CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (MAY 2019)..... 224
552.212-72 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (MAY 2019)..... 225
52.222-15 - CERTIFICATION OF ELIGIBILITY (MAY 2014)..... 225
52.222-10 - COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)..... 225
52.222-11 - SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)..... 226
52.222-13 - COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)..... 227
52.222-14 - DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)..... 227
I-FSS-973 - PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)..... 227

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I—OCT 1995)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

52.207-5 OPTION TO PURCHASE EQUIPMENT (FEB 1995)

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be “continuous rental.”

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD through TBD.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or electronic commerce methods only if authorized in the Schedule.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, 60 months following the expiration of the basic contract ordering period. [*insert date*].

52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(a) “Failure to make a good faith effort to comply with the subcontracting plan”, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled “Small Business Subcontracting Plan,” or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled “Small Business Subcontracting Plan,” the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations

have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

52.222-9 Apprentices and Trainees (Jul 2005)

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws

approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the Contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and

resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "*Operation of a system of records*," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "*Record*," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "*System of records on individuals*," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.229-1 STATE AND LOCAL TAXES (APR 1984)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies

furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated—

(a) Elsewhere in this contract or agreement; or

(b) In individual orders placed under this contract or agreement.

52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at anytime are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2), or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and

pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer’s written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer’s approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.,* costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards

to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either —

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if —

(1) The stop-work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)

(a) The term "f.o.b. origin, freight prepaid," as used in this clause, means—

(1) Free of expense to the Government delivered—

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at ship-side, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) The cost of transportation, ultimately the Government's obligation, is prepaid by the Contractor to the point specified in the contract.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods—

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing or marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Prepare a bill of lading or other transportation receipt. The bill of lading shall show—

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier;

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency; and

(7) Prepay all freight charges to the extent specified in the contract.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which these supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense to the container yard in the same or nearest city where seavan container service is available.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

52.247-38 F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)

(a) The term "f.o.b. inland carrier, point of exportation," as used in this clause, means free of expense to the Government, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading or other transportation receipt;

(3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the Government's request and expense, assist in obtaining the documents required for (i) exportation or (ii) importation at destination.

52.247-39 F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)

(a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the Government, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;

(2) (i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and

(ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and

(3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are —

(1) Acquired for a U.S. Government agency account;

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both (i) the Contracting Officer and (ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to —

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial items unless —

(i) This contract is —

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are —

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military —

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT—SMALL PACKAGE SHIPMENTS (JAN 1991)

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be

governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled "Commercial Bill of Lading Notations."

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

(a) Definition. Domestic destination, as used in this clause, means—

(1) A destination within the contiguous United States; or

(2) If shipment originates in Alaska or Hawaii, a destination in Alaska or Hawaii, respectively.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall—

(1) Send a prepaid notice of shipment to the consignee transportation officer—

(i) For all shipments of—

(A) Classified material, protected sensitive, and protected controlled material;

(B) Explosives and poisons, class 1, division 1.1, 1.2 and 1.3; class 2, division 2.3 and class 6, division 6.1;

(C) Radioactive materials requiring the use of a III bar label; or

(ii) When a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract, or private) for transportation to a domestic destination (other than a port for export);

(2) Transmits the notice by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment; and

(3) Send, to the receiving transportation officer, the bill of lading or letter or other document containing the following information and prominently identified as a “Report of Shipment” or “REPSHIP FOR T.O.”

RESHIP FOR T.O. 81 JUN 01
TRANSPORTATION OFFICER, DEFENSE DEPOT, MEMPHIS, TN.
SHIPPED YOUR DEPOT 1981 JUN 1
540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1782 CUBE, VIA XX-YY*

IN CAR NO. XX 123456**-BL***-C98000031****CONTRACT DLA_____
ETA*****-JUNE 5 JONES & CO., JERSEY CITY N.J.

552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

552.211-73 MARKING (FEB 1996)

(a) *General requirements*. Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards.

(1) *Deliveries to civilian activities.* Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) *Deliveries to military activities*. Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) *Improperly marked material*. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor to perform the required marking, by contract or otherwise, and charge the Contractor, therefor at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

552.211-77 PACKING LIST (FEB 1996) (ALTERNATE I – MAY 2003)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Ordering activity order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number; and (2) the term "Credit Card."

552.215-72 PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)

(a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:

(1) provide information required by this solicitation/contract or otherwise requested by the Government; or

(2) submit information that was current, accurate, and complete; or

(3) disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—

(1) The amount of the overpayment; and

(2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C. 6621(a)(2).

(d) Failure to agree on the amount of the decrease shall be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

Note: Regulation 552.215-72
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.223-70 HAZARDOUS SUBSTANCES (MAY 1989)

(a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal Hazardous Substances Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II(c)), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.

(b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.

(c) The minimum packaging acceptable for packaging Department of Transportation regulated

hazardous materials shall be those in 49 CFR 173.

552.223-71 NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)

(a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.

(b) "Hazardous materials," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10 days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure: (1) may be interpreted as a willful failure to perform, (2) may result in termination of the contract for default and (3) shall be considered by the Contracting Officer in determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).

(d) Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to $1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

552.232-81 PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)

If eligible non-federal ordering activities are subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such activities. If eligible non-federal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in Federal Acquisition Regulation clause 52.232-25*, Prompt Payment*, or 52.212-4, *Contract Terms and Conditions—Commercial Items*, apply to such activities in the same manner as to Federal ordering activities.

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the

availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (DEC 2019)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-80, Industrial Funding Fee and Sales Reporting (MAY 2019), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA *Advantage!*® in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (DEC 2019)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-80, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed $25,000 within the first 24 months following contract award, and are expected to exceed $25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, To be determined at the task order level days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the

regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far/.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (NOV 2013)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED	Clause

	ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010)	Clause
52.216-18	ORDERING (OCT 1995)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995)	Clause
52.216-22	INDEFINITE QUANTITY (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-29	NOTIFICATION OF VISA DENIAL (APR 2015)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS - PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	Clause
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.224-3	PRIVACY TRAINING (JAN 2017)	Clause
52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)	Clause
52.232-17	INTEREST (MAY 2014) (DEVIATION I -	Clause

	MAY 2003)	
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)	Clause
52.245-1	GOVERNMENT PROPERTY (JAN 2017)	Clause
52.245-9	USE AND CHARGES (APR 2012)	Clause
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)	Clause
552.229-71	FEDERAL EXCISE TAX - C GOVERNMENT (SEP 1999)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL	Clause

	ORDERING ACTIVITIES (MAY 2003)	
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)	Clause
I-FSS-972	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Clause

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within by written notice to the Contractor within 30 calendar days before the contract expiration date..

52.247-38 F.o.b. Inland Carrier, Point of Exportation (FEB 2006) (DEVIATION – FEB 2007)

(a) The term “f.o.b. inland carrier, point of exportation,” as used in this clause, means free of expense to the ordering activity, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading or other transportation receipt;

(3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the ordering activity’s request and expense, assist in obtaining the documents required for—

(i) Exportation; or

(ii) Importation at destination.

52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996) (DEVIATION - MAY 2003)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the ordering activity covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the ordering activity during contract performance and for as long afterwards as the contract requires.

(c) The ordering activity has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The ordering activity shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the ordering activity performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the ordering activity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the ordering activity may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the ordering activity may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the ordering activity that is directly related to the performance of such service; or

(2) Terminate the contract for default.

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I – SEP 1999)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

(1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/price list that was used as the basis for the contract award.

(2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).

(3) Increases are requested before the last 60 days of the contract period.

(4) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) The following material shall be submitted with the request for a price increase:

(1) A copy of the commercial catalog/price list showing the price increase and the effective date for commercial customers.

(2) Commercial Sales Practices Format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Documentation supporting the reasonableness of the price increase.

(e) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation clause of this contract, when the increase requested is not supported.

(f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.216-70 Deviation II.

52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)

(a) Definition. As used in this clause--

Energy-efficient product--

(1) Means a product that--

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are--

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for--

(1) ENERGY STAR® at http://www.energystar.gov/products; and

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)

(a) Definitions. As used in this clause—

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L.

96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General*.

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger--pay--all.asp); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The To be determined at the task order level [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc,*] may

issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses*. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment*.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery*.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs*. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes*. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant

Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger--pay--all.asp); or

(ii) That the Contracting Officer has indicated is subject to this clause.

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at http://www.treas.gov/offices/enforcement/ofac.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

552.246-71 SOURCE INSPECTION BY GOVERNMENT (JUN 2009)

(a) Inspection by Government personnel.

(1) Supplies to be furnished under this contract will be inspected at source by the Government before shipment from the manufacturing plant or other facility designated by the Contractor, unless the Contractor is otherwise notified in writing by the Contracting Officer or a designated representative. Notwithstanding the foregoing, the Government may perform any or all tests contained in the contract specifications at a Government facility without prior written notice by the Contracting Officer before release of the supplies for shipment. Samples sent to a Government testing facility will be disposed of as follows: Samples from an accepted lot, not damaged in the testing process, will be returned promptly to the Contractor after completion of tests. Samples damaged in the testing process will be disposed of as requested by the Contractor. Samples from a rejected lot will be returned to the Contractor or disposed of in a time and manner agreeable to both the Contractor and the Government.

(2) Government inspection responsibility will be assigned to the GSA quality assurance office which has jurisdiction over the State in which the Contractor's or subcontractor's plant or other designated point for inspection is located. The Contractor shall notify or arrange for subcontractors to notify the designated GSA quality assurance office 7 workdays before the date when supplies will be ready for inspection. Shipment shall not be made until after inspection by the Government is completed and shipment is authorized by the Government..

(b) Inspection and receiving reports. For each shipment, the Contractor shall be responsible for preparation and distribution of inspection documents as follows:

(1) DD Form 250, Material Inspection and Receiving Report, or computer formatted equivalent for deliveries to military agencies; or

(2) GSA Form 308, Notice of Inspection for deliveries to GSA or other civilian agencies. When required, the Contractor will be furnished a supply of GSA Form 308 and/or DD Form 250, and complete instructions for their preparation and distribution.

(c) Inspection facilities.

(1) The inspection system required to be maintained by the Contractor in accordance with FAR 52.246-2, Inspection of Supplies—Fixed Price, may be the Contractor's own facilities or any other facilities acceptable to the Government. These facilities shall be utilized to perform all inspections and tests of materials and components before incorporation into end articles, and for the inspection of such end articles before shipment. The Government reserves the right to evaluate the acceptability and effectiveness of the Contractor's inspection system before award and periodically during the contract period

(2) Offerors are required to specify, in the spaces provided elsewhere in the solicitation, the name and address of each manufacturing plant or other facility where supplies will be available for inspection, indicating the item number(s) to which each applies..

(3) The Contractor shall deliver the items specified in this contract from a plant or warehouse located within the United States (including Puerto Rico and the U.S. Virgin Islands) that is equipped to perform all inspections and tests required by this contract or specifications to evidence conformance therewith, or shall arrange with a testing laboratory or other facility in the United States, acceptable to the Government, to perform the required inspections and tests

(d) Availability of records.

(1) In addition to any other requirement of this contract, the Contractor shall maintain records showing the following information for each order received under the contract:

(i) Order number;

(ii) Date order received by the Contractor;

(iii) Quantity ordered;

(iv) Date scheduled into production;

(v) Batch or lot number, if applicable;

(vi) Date inspected and/or tested;

(vii) Date available for shipment;

(viii) Date shipped or date service completed; and

(ix) National Stock Number (NSN), or if none is provided in the contract, the applicable item number or other contractual identification.

(2) These records should be maintained at the point of source inspection and shall be available to the Contracting Officer, or an authorized representative, for

(i) 3 years after final payment; or

(ii) 4 years from the end of the Contractor's fiscal year in which the record was created, whichever period expires first.

(e) Additional cost for inspection and testing. The Contractor will be charged for any additional cost for inspecting/testing or reinspection/ retesting supplies for the reasons stated in paragraph (e) of FAR 52.246-2, Inspection of Supplies--Fixed Price. When inspection or testing is performed by or under the direction of GSA, charges will be at the rate of $ownerInsert1 per man-hour or fraction thereof if the inspection is at a GSA distribution center; $ownerInsert2 per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at any other location; and $ownerInsert3 per man-hour or fraction

thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

(f) Responsibility for rejected supplies. When the Contractor fails to remove or provide instructions for the removal of rejected supplies under FAR 52.246-2(h) pursuant to the Contracting Officer's instructions, the Contractor shall be liable for all costs incurred by the Government in taking such measures as are expedient to avoid unnecessary loss to the Contractor. In addition to the remedies provided in FAR 52.246-2, supplies may be--

(1) Stored for the Contractor's account;

(2) Reshipped to the Contractor at its expense (any additional expense incurred by the Government or the freight carrier caused by the refusal of the Contractor to accept their return also shall be for the Contractor's account); or

(3) Sold to the highest bidder on the open market and the proceeds applied against the accumulated storage and other costs, including the cost of the sale.

*The rates to be inserted are established by the Commissioner of the Federal Acquisition Service or a designee.

552.246-78 INSPECTION AT DESTINATION (JUL 2009)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

52.208-4 VEHICLE LEASE PAYMENTS (APR 1984)

(a) Upon the submission of proper invoices or vouchers, the Government shall pay rent for each vehicle at the rate(s) specified in this contract.

(b) Rent shall accrue from the beginning of this contract, or from the date each vehicle is delivered to the Government, whichever is later, and shall continue until the expiration of the contract term or the termination of this contract. However, rent shall accrue only for the period that each vehicle is in the possession of the Government.

(c) Rent shall not accrue for any vehicle that the Contracting Officer determines does not comply with the Condition of Leased Vehicles clause of this contract or otherwise does not comply with the requirements of this contract, until the vehicle is replaced or the defects are corrected.

(d) Rent shall not accrue for any vehicle during any period when the vehicle is unavailable or unusable as a result of the Contractor’s failure to render services for the operation and maintenance of the vehicle as prescribed by this contract.

(e) Rent stated in monthly terms shall be prorated on the basis of 1/30th of the monthly rate for each day the vehicle is in the Government’s possession. If this contract contains a mileage provision, the Government shall pay rent as provided in the Schedule.

52.208-6 MARKING OF LEASED VEHICLES (APR 1984)

(a) The Government may place nonpermanent markings or decals, identifying the using agency, on each side, and on the front and rear bumpers, of any motor vehicle leased under this contract. The

Government shall use markings or decals that are removable without damage to the vehicle.

(b) The Contractor may use placards for temporary identification of vehicles except that the placards may not contain any references to the Contractor that may be construed as advertising or endorsement by the Government of the Contractor.

52.208-7 TAGGING OF LEASED VEHICLES (MAY 1986)

While it is the intent that vehicles leased under this contract will operate on Federal tags, the Government reserves the right to utilize State tags if necessary to accomplish its mission. Should State tags be required, the Contractor shall furnish the Government documentation necessary to allow acquisition of such tags. Federal tags are the responsibility of the Government.

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA — MODIFICATIONS (OCT 2010) (ALTERNATE IV — OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with* 15.403–3.]

As determined by CO or authorized representative

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within To be determined at the task order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least To be determined at the task order level days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed To be determined at the task order level (months) (years).

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor’s plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be —

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor- Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

I-FSS-970 TRANSACTIONAL FEE AND SALES REPORTING (JUN 2011)

(a) The Contractor shall report the total number of transactions for applicable Special Items Numbers (SINS) made under this contract by calendar quarter.

(b) The Contractor shall remit a fee per transaction at the rate set by GSA as follows:

(1) The Contractor shall remit the transactional fee(s) in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The transactional fee represents a set fee per transaction. This fee is set at the discretion of GSA, who has the unilateral right to change the fee at any time. The transactional fee covers an additional level of service that is provided by GSA to the Contractor.

(d) All other terms of clause 552.238-74 Industrial Funding Fee and Sales Reporting apply.

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

(a) *Definitions*. As used in this clause—

Postconsumer fiber means—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

(a) *Definitions*. As used in this clause—

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

(a) *Definitions*. As used in this clause —

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local

requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)

The Contractor's work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)

(a) *Definitions.* See 13 CFR 125.6(e) for definitions of terms used in paragraph (c).

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns; and

(3) Orders set-aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) *Agreement*. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for —

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction.

(i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees or on a combination of the HUBZone prime contractor's employees and employees of HUBZone small business concern subcontractors; and

(iii) No more than 50 percent of the cost of contract performance to be incurred for

personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors.

(i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees or on a combination of the HUBZone prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the HUBZone small business participants.

(f) (1) When the total value of the contract exceeds $25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than $25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) *Notice*. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition*.

"*Small business concern*," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.*

A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) (ALTERNATE II — NOV 2011)

(a) *Definition.*

"*Small business concern*," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns and Federal Prison Industries, Inc. (FPI). Offers received from concerns that are not small business concerns or FPI shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to either a small business concern or FPI.

(d) *Agreement.*

A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition*. "Service-disabled veteran-owned small business concern"—

(1) Means a small business concern —

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) *Agreement*. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for —

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A joint venture may be considered a service-disabled veteran owned small business concern if —

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(f) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(a) *Definitions*. As used in this clause –

"*Driving*" –

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"*Text messaging*" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor should –

(1) Adopt and enforce policies that ban text messaging while driving –

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as –

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.

52.245-9 USE AND CHARGES (APR 2012)

(a) *Definitions.* Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

"Rental period" means the calendar period during which Government property is made available for nongovernmental purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of —

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract —

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental.* If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated

rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the “Renegotiation Board Interest Rate” (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government’s acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the

Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) *Use revocation*. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use*. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

52.219-28 POST–AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(a) *Definitions*. As used in this clause –

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts –

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update. (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it _____ is, _____ is not a small business concern under NAICS Code _____ assigned to contract number _____. [*Contractor to sign and date and insert authorized signer's name and title*].

_____ _____
Contractor Signature / Date

_____ _____
Authorized Signer's Name / Title

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless –

(1) The product cannot be acquired –

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at http://www.biopreferred.gov.

(c) In the performance of this contract, the Contractor shall –

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated

biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than –

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than TBD [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor —

(1) Any order for a single item in excess of See SIN Specific Information [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of See SIN Specific Information [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within TBD days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TBD days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

Note: Regulation 52.216-19
"Due to a system limitation, a Maximum Order value of $100,000 has been identified for the Order-Level Materials SIN. However, as Order-Level Materials are only acquired in direct support of an individual task or delivery order, the contractor's right to decline an order as outlined in FAR 52.216-19 Order Limitations paragraph (b) Maximum Order shall be based on the SINs that are the primary basis or purpose of the order, not the Maximum Order value associated with the Order-Level Materials SIN.

Additionally, Ordering agencies are reminded that the Maximum Order value identified for a Schedule SIN does not limit the value of an individual task or delivery order. Ordering limitations and procedures applicable to task or delivery orders inclusive of Order-Level Materials are outlined in GSAR 552.238-115, Special Ordering Procedures for the Acquisition of Order-Level Materials."

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under the 41 U.S.C. 8504. Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22314-1691
(703) 310-0500

(2) NISH
8401 Old Courthouse Road
Vienna, VA 22182
(571) 226-4660

52.222-7 Withholding of Funds (MAY 2014)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(a) “Service employee”, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term “service employee” includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under

this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c) (1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (*e.g.*, it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d) (1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service

employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be —

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e) (1) If required in accordance with 52.222–41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222–41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233–1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) *Subcontracts*. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures —

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not a Wage Determination

Employee Class	Monetary Wage – Fringe Benefits
To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level

52.222-49 SERVICE CONTRACT LABOR STANDARDS — PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: To be determined at the task order level (*insert places or areas*). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by To be determined at the task order level (*insert time and date*).

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 2014)

(a) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations.

(b) The services shall be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(2) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract shall be the same as that used for these employees and for equivalent employees servicing the same equipment of commercial customers.

(d) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the Contractor shall consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.

(e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.

52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY 2014)

(a) The services under this contract are offered and sold regularly to non-Governmental customers, and are provided by the Contractor to the general public in substantial quantities in the course of normal business operations.

(b) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract.

(d) The Contractor uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for these employees and for equivalent employees servicing commercial customers.

(e) (1) Except for services identified in FAR 22.1003-4(d)(1)(iv), the subcontractor for exempt services shall be selected for award based on other factors in addition to price or cost with the combination of other factors at least as important as price or cost; or

(2) A subcontract for exempt services shall be awarded on a sole source basis.

(f) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine in advance, based on the nature of the subcontract requirements and knowledge of the practices of likely subcontractors, that all or nearly all likely subcontractors will meet the conditions in paragraphs (a) through (d) of this clause. If the services are currently being performed under a subcontract, the Contractor shall consider the practices of the existing subcontractor in making a determination regarding the conditions in paragraphs (a) through (d) of this clause. If the Contractor has reason to doubt the validity of the certification, the requirements of the Service Contract Labor Standards statute shall be included in the subcontract.

(g) If the Department of Labor determines that any conditions for exemption at paragraphs (a) through (e) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures in at 29 CFR 4.123(e)(2)(iii) and 29 CFR 4.5(c) will be followed.

(h) The Contractor shall include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.

52.225-1 BUY AMERICAN SUPPLIES (MAY 2014)

(a) *Definitions*. As used in this clause-

Commercially available off-the-shelf (COTS) item-

(1) Means any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Cost of components means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means-

(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if -

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

End product means those articles, materials, and supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (See 12.505(a)(1)).

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)

(a) *Definitions*. As used in this clause –

"Computer database" or "database" means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software" –

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items,

components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract*. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices*. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data*. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g) (3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the

data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

52.232-17 INTEREST (MAY 2014) (DEVIATION – MAY 2003)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the ordering activity under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the ordering activity transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-36 PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION – MAY 2003)

(a) *General*.

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the ordering activity, in accordance with the terms of this clause. The third party and, if applicable, the particular credit card to be used are identified elsewhere in this contract.

(2) The credit card is not authorized as a method of payment during any period of the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at http://fms.treas.gov/debt/index.html. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by credit card.

(b) *Contractor payment request*.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the ordering activity account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the credit card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) *Payment*. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the ordering activity and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation*. Documentation of each charge against the ordering activity's account shall be provided to the Contracting Officer upon request.

(e) *Assignment of claims*. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) *Other payment terms*. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a

payment request.

52.233-1 DISPUTES (MAY 2014)

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer’s decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of

the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

52.223-13 ACQUISITION OF EPEAT®–REGISTERED IMAGING EQUIPMENT (JUN 2014)

(a) *Definitions*. As used in this clause –

Imaging equipment means the following products:

(1) *Copier* — A commercially available imaging product with a sole function of the production of hard copy duplicates from graphic hard-copy originals. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as copiers or upgradeable digital copiers (UDCs).

(2) *Digital duplicator* — A commercially available imaging product that is sold in the market as a fully automated duplicator system through the method of stencil duplicating with digital reproduction functionality. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as digital duplicators.

(3) *Facsimile machine (fax machine)* — A commercially available imaging product whose primary functions are scanning hard-copy originals for electronic transmission to remote units and receiving similar electronic transmissions to produce hard-copy output. Electronic transmission is primarily over a public telephone system but also may be via computer network or the Internet. The product also may be capable of producing hard copy duplicates. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as fax machines.

(4) *Mailing machine* — A commercially available imaging product that serves to print postage onto mail pieces. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as mailing machines.

(5) *Multifunction device (MFD)* — A commercially available imaging product, which is a physically integrated device or a combination of functionally integrated components, that performs two or more of the core functions of copying, printing, scanning, or faxing. The copy functionality as addressed in this definition is considered to be distinct from singlesheet convenience copying offered by fax machines. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as MFDs or multifunction products.

(6) *Printer* — A commercially available imaging product that serves as a hardcopy output device and is capable of receiving information from single-user or networked computers, or other input devices (*e.g*., digital cameras). The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as printers, including printers that can be upgraded into MFDs in the field.

(7) *Scanner* — A commercially available imaging product that functions as an electro-optical device for converting information into electronic images that can be stored, edited, converted, or transmitted, primarily in a personal computing environment. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover

products that are marketed as scanners.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only imaging equipment that, at the time of submission of proposals and at the time of award, was EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

52.223-14 ACQUISITION OF EPEAT®–REGISTERED TELEVISIONS (JUN 2014)

(a) *Definitions*. As used in this clause –

Television or TV means a commercially available electronic product designed primarily for the reception and display of audiovisual signals received from terrestrial, cable, satellite, Internet Protocol TV (IPTV), or other digital or analog sources. A TV consists of a tuner/receiver and a display encased in a single enclosure. The product usually relies upon a cathode-ray tube (CRT), liquid crystal display (LCD), plasma display, or other display technology. Televisions with computer capability (*e.g.*, computer input port) may be considered to be a TV as long as they are marketed and sold to consumers primarily as televisions.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only televisions that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60– 741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (OCT 2014)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Nothwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.238-81, Modifications (Federal Supply Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Note: Regulation I-FSS-969
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause I-FSS-969 Alternate II.

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(a) *Definitions*. As used in this clause —

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)

(a) *Definitions*. As used in this clause —

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) *Requirement to notify*.

(1) It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, sexual orientation, gender identity, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60–1.10).

(2) The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW., Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, sexual orientation, gender identity, or national origin of the employee or potential employee.

552.223-73 PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015)

(a) *Definition*. *United States*, as used in this clause, means the 48 adjoining U.S. States, Alaska, Hawaii, and U.S. territories and possessions, such as Puerto Rico.

(b) Preservation, packaging, packing, marking and labeling of hazardous materials for export shipment outside the United States in all transport modes shall comply with the following, as applicable:

(1) International Maritime Dangerous Goods (IMDG) Code as established by the International Maritime Organization (IMO).

(2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as Consumer Commodities classed as ORM–D, shall be packaged in accordance with the IMDG Code and dual-marked with both Consumer Commodity and IMDG marking and labeling.)

(3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(4) International Air Transport Association (IATA), Dangerous Goods Regulation and/or International Civil Aviation Organization (ICAO), Technical Instructions.

(5) AFMAN 24–204, Air Force Inter- Service Manual, Preparing Hazardous Materials For Military Air Shipments.

(6) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(c) Preservation, packaging, packing, marking and labeling of hazardous materials for domestic shipments within the United States in all transport modes shall comply with the following; as applicable:

(1) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180.

(2) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(3) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(d) Hazardous Material Packages designated for outside the United States destinations through Forwarding Points, Distribution Centers, or Container Consolidation Points (CCPs) shall comply with the IMDG, IATA, ICAO or AFMAN 24–204 codes, as applicable.

(e) The test certification data showing compliance with performance-oriented packaging or UN-approved packaging requirements shall be made available to GSA contract administration/management representatives or regulatory inspectors upon request.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with –

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

(a) Definitions. As used in this clause –

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation –

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require –

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from –

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall –

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall –

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed –

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential“ or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall –

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and

internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including –

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2014)

(a) *Definitions*. As used in this clause –

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned –

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

(a) *Definition*. “Commercially available off-the-shelf (COTS)” item, as used in this clause –

(1) Means any item of supply (including construction material) that is –

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of $35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $35,000,

other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) *Subcontracts.* Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that –

(1) Exceeds $35,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) *Definitions.* As used in this clause —

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at
FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60–300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

(a) *Definitions.* As used in this clause –

Commercially available off-the-shelf (COTS) item –

(1) Means any item of supply that is –

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee –

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall –

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of –

(i) *All new employees*.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of –

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee –

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that –

(1) Is for –

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

52.223-16 ACQUISITION OF EPEAT®–REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)

(a) *Definitions*. As used in this clause –

Computer means a device that performs logical operations and processes data. Computers are composed of, at a minimum:

(1) A central processing unit (CPU) to perform operations;

(2) User input devices such as a keyboard, mouse, digitizer, or game controller; and

(3) A computer display screen to output information. Computers include both stationary and portable units, including desktop computers, integrated desktop computers, notebook computers, thin clients, and workstations. Although computers must be capable of using input devices and computer displays, as noted in (2) and (3) above, computer systems do not need to include these devices on shipment to meet this definition. This definition does not include server computers, gaming consoles, mobile telephones, portable hand-held calculators, portable digital assistants (PDAs), MP3 players, or any other mobile computing device with displays less than 4 inches, measured diagonally.

Computer display means a display screen and its associated electronics encased in a single housing or within the computer housing (*e.g.*, notebook or integrated desktop computer) that is capable of displaying output information from a computer via one or more inputs such as a VGA, DVI, USB, DisplayPort, and/or IEEE 1394–2008TM, Standard for High Performance Serial Bus. Examples of computer display technologies are the cathode-ray tube (CRT) and liquid crystal display (LCD).

Desktop computer means a computer where the main unit is intended to be located in a permanent location, often on a desk or on the floor. Desktops are not designed for portability and utilize an external computer display, keyboard, and mouse. Desktops are designed for a broad range of home and office applications.

Integrated desktop computer means a desktop system in which the computer and computer display function as a single unit that receives its AC power through a single cable. Integrated desktop computers come in one of two possible forms:

(1) A system where the computer display and computer are physically combined into a single unit; or

(2) A system packaged as a single system where the computer display is separate but is connected to the main chassis by a DC power cord and both the computer and computer display are powered from a single power supply. As a subset of desktop computers, integrated desktop computers are typically designed to provide similar functionality as desktop systems.

Notebook computer means a computer designed specifically for portability and to be operated for extended periods of time either with or without a direct connection to an AC power source. Notebooks must utilize an integrated computer display and be capable of operation off of an integrated battery or other portable power source. In addition, most notebooks use an external power supply and have an integrated keyboard and pointing device. Notebook computers are typically designed to provide similar functionality to desktops, including operation of software similar in functionality to that used in desktops. Docking stations are considered accessories for notebook computers, not notebook computers. Tablet PCs, which may use touch-sensitive screens along with, or instead of, other input devices, are considered notebook computers.

Personal computer product means a computer, computer display, desktop computer, integrated desktop computer, or notebook computer.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only personal computer products that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I—JUL 1995)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Table - HAZARDOUS MATERIAL IDENTIFICATION	
Material (If none, insert "None")	**Identification No.**

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently

successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

52.219-29 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (DEC 2015)

(a) *Definitions*. “Economically disadvantaged women-owned small business (EDWOSB) concern”

means —

A small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business (WOSB) concern eligible under the WOSB Program.

"*WOSB Program Repository*" means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, EDWOSB concerns;

(2) Part or parts of a multiple-award contract that have been set aside for EDWOSB concerns; and

(3) Orders set aside for EDWOSB concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from EDWOSB concerns. Offers received from concerns that are not EDWOSB concerns will not be considered.

(2) Any award resulting from this solicitation will be made to an EDWOSB concern.

(3) The contracting officer will ensure that the apparent successful offeror has provided all required documents to the WOSB Program Repository. The contract will not be awarded until all required documents are received.

(d) *Agreement*. An EDWOSB concern agrees that in the performance of the contract for —

(1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;

(2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);

(3) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including the cost of materials).

(e) *Joint Venture.* A joint venture may be considered an EDWOSB concern if —

(1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);

(2) The EDWOSB participant of the joint venture is designated in System for Award Management as an EDWOSB concern;

(3) The parties to the joint venture have entered into a written joint venture agreement that

contains provisions —

(i) Setting forth the purpose of the joint venture;

(ii) Designating an EDWOSB concern as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;

(iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the EDWOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the EDWOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the EDWOSB contract performed by the joint venture.

(4) The joint venture performs the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the EDWOSB or joint venture.

(f) Nonmanufacturer. An EDWOSB concern that is a non-manufacturer, as defined in 13 CFR 121.406(b) or FAR 19.102(f), may submit an offer on an EDWOSB requirement with a NAICS code for supplies, if it meets the requirements under the non-manufacturer rule set forth in those regulations.

52.219-30 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC 2015)

(a) *Definitions*. “Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

“WOSB Program Repository” means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, WOSB concerns eligible under the WOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program; and

(3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

(1) Offers are solicited only from WOSB concerns eligible under the WOSB Program. Offers received from concerns that are not WOSB concerns eligible under the WOSB program shall not be considered.

(2) Any award resulting from this solicitation will be made to a WOSB concern eligible under the WOSB Program.

(3) The Contracting Officer will ensure that the apparent successful offeror has provided the required documents to the WOSB Program Repository. The contract shall not be awarded until all required documents are received.

(d) *Agreement.* A WOSB concern eligible under the WOSB Program agrees that in the performance of the contract for —

(1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;

(2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);

(3) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including cost of materials).

(e) *Joint Venture*. A joint venture may be considered a WOSB concern eligible under the WOSB Program if —

(1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);

(2) The WOSB participant of the joint venture is designated in the System for Award Management as a WOSB concern eligible under the WOSB Program;

(3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions —

(i) Setting forth the purpose of the joint venture;

(ii) Designating a WOSB concern eligible under the WOSB Program as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;

(iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the WOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the WOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the WOSB contract performed by the joint venture.

(4) The joint venture must perform the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the WOSB concern eligible under the WOSB Program or joint venture.

(f) Nonmanufacturer. A WOSB concern eligible under the WOSB Program that is a non-manufacturer,

as defined in 13 CFR 121.406(b) or FAR 19.102(f), may submit an offer on a WOSB requirement with a NAICS code for supplies, if it meets the requirements under the non-manufacturer rule set forth in those regulations.

52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in FAR 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on —

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e*., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS–4212 "Federal Contractor Veterans' Employment Report" (see "VETS–4212 Federal Contractor Reporting" and "Filing Your VETS–4212 Report" at http://www.dol.gov/vets/vets4212.htm).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report. Contractors may select an ending date –

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)

(a) *Definitions.* As used in this clause —

"*United States*" means the 50 states and the District of Columbia.

"*Worker*" —

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and —

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order minimum wage rate*.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the **Federal Register** no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3) (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition –

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to –

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to –

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued

under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice*. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records*.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access*. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding*. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes*. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between

the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation*. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance*. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance–Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)

(a) *Definition*. As used in this clause —

"*Global warming potential*" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"*High global warming potential hydrofluorocarbons*" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (http://www.epa.gov/snap/).

"*Hydrofluorocarbons*" means compounds that only contain hydrogen, fluorine, and carbon.

"*Ozone-depleting substance*," means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as —

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall —

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by —

(i) Type of hydrofluorocarbon (*e.g.*, HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after —

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at http://www.epa.gov/snap) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at http://www.epa.gov/snap.

52.223-12 MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUN 2016)

(a) *Definitions*. As used in this clause —

"*Global warming potential*" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"*High global warming potential hydrofluorocarbons*" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables of alternatives available at (http://www.epa.gov/snap/).

"*Hydrofluorocarbons*" means compounds that contain only hydrogen, fluorine, and carbon.

(b) The Contractor shall comply with the applicable requirements of sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

(c) Unless otherwise specified in the contract, the Contractor shall reduce the use, release, or emissions of high global warming potential hydrofluorocarbons under this contract by —

(1) Transitioning over time to the use of another acceptable alternative in lieu of high global warming potential hydrofluorocarbons in a particular end use for which EPA's SNAP program

has identified other acceptable alternatives that have lower global warming potential;

(2) Preventing and repairing refrigerant leaks through service and maintenance during contract performance;

(3) Implementing recovery, recycling, and responsible disposal programs that avoid release or emissions during equipment service and as the equipment reaches the end of its useful life; and

(4) Using reclaimed hydrofluorocarbons, where feasible.

(d) For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, that will be maintained, serviced, repaired, or disposed under this contract, the Contractor shall —

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons added or taken out of equipment or appliances under this contract by —

(i) Type of hydrofluorocarbon (*e.g.*, HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number;

(iii) Equipment/appliance; and

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after —

(i) No later than November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(e) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at http://www.epa.gov/snap/.

52.223-20 AEROSOLS (JUN 2016)

(a) *Definitions.* As used in this clause —

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at *http://www.epa.gov/snap/*).

Hydrofluorocarbons means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as —

(1) In-use emission rates, energy efficiency;

(2) Safety, such as flammability or toxicity;

(3) Ability to meet technical performance requirements; and

(4) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at http://www.epa.gov/snap/.

52.223-21 FOAMS (JUN 2016)

(a) *Definitions.* As used in this clause —

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at http://www.epa.gov/snap/.

Hydrofluorocarbons means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as —

(1) In-use emission rates, energy efficiency, and safety;

(2) Ability to meet performance requirements; and

(3) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at http://www.epa.gov/snap/.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) *Definitions.* As used in this clause —

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

I-FSS-969 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE (OCT 2014) (ALTERNATE II – JUL 2016)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) **Adjustments based on escalation rates negotiated prior to contract award.** Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) **Adjustments based on an agreed-upon market indicator prior to award.** The market indicator, as used in this clause, means the originally released public index, public survey or other public-based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: The increased contract prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation I-FSS-969
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (DEVIATION II – JUL 2016)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors may submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b).

(2) Increases are requested before the last 60 days of the contract period.

(3) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) Documentation supporting the reasonableness of the price increase shall be submitted with the request for a price increase.

(e) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate smaller increases when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.211-89 NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)

(a) *Definitions:*

IPPC Country: Countries of the European Union (EU) or any other country endorsing the International Plant Protection Convention (IPPC) “Guidelines for Regulating Wood Packaging Material in International Trade,” approved March 15, 2002. A listing of countries participating in the IPPC is found at http://www.aphis.usda.gov/import_export/plants/plants_exports/wpm/country/index.shtml

Non-Manufactured wood, is also called solid wood and defined as wood packing other than that comprised wholly of wood-based products such as plywood, particle board, oriented strand board, veneer, wood wool, and similar materials, which has been created using glue, heat and pressure or a combination thereof.

Packaged material, and Solid Wood Packing Material (SWPM), for purposes of this clause, is defined

as each separate and distinct material that by itself or in combination with other materials forms the container providing a means of protecting and handling a product. This includes, but is not limited to, pallets, dunnage, crating, packing blocks, drums, load boards, pallet collars, and skids.

(b) Non-manufactured wood pallets and other non-manufactured wood packaging material used to pack items for delivery to or through IPPC countries must be marked and properly treated in accordance with IPPC guidelines.

(c) This requirement applies whether the shipment is direct to the end user or through a Government designated consolidation point. Packaging that does not conform to IPPC guidelines will be refused entry, destroyed or treated prior to entry.

(d) For Department of Defense distribution facilities or freight consolidation points, all non-manufactured wood pallets or packaging material with a probability of entering countries endorsing the IPPC Guidelines must be treated and marked in accordance with DLA 47.305-1 (available at http://farsite.hill.af.mil/archive/Dlad/Rev5/PART47.htm), and MIL-STD-2073-1, Standard Practice for Military Packaging (and any future revision).

(e) Pallets and packing material shipped to FAS distribution facilities designated for possible delivery to the countries endorsing the IPPC Guidelines will comply with DLAD 47.305-1, and MIL-STD-2073-1.

(f) Delays in delivery caused by non-complying pallets or wood package material will not be considered as beyond the control of the Contractor. Any applicable Government expense incurred as a result of the Contractor's failure to provide appropriate pallets or package material shall be reimbursed by the Contractor. Expenses may include the applicable cost for repackage, handling and return shipping, or the destruction of solid wood packaging material.

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) 4.1804(c)

(a) *Definition*. As used in this clause —

Commercial and Government Entity (CAGE) code means —

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at https://cage.dla.mil. Change requests to the CAGE master file

are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at http://www.nato.int/structur/AC/135/main/links/contacts.htm) or NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at https://cage.dla.mil.

52.224-3 PRIVACY TRAINING (JAN 2017)

(a) *Definition*. As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (*See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource*).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who–

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) (1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover —

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will–

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

(a) *Definitions*. As used in this clause —

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) *Notice*. The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after —

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor —

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(c) *Content of notice*. The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

(a) *Definitions*. As used in this clause (in accordance with 29 CFR 13.2) —

“Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.

“Employee” —

(1) (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

(A) Whose wages under such contract are governed by the Service Contract Labor

Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

(b) *Executive Order 13706.*

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave*. The Contractor shall —

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including–

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) *Recordkeeping*

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2) (i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall

permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) *Interference/discrimination*.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to —

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for —

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.222-26 EQUAL OPPORTUNITY (SEP 2016)

(a) *Definition.* As used in this clause.

"Compensation" means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

"Compensation information" means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

"Essential job functions" means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if —

(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

"Gender identity" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

"Sexual orientation" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

"United States," means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to —

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, 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, or national origin.

(5) (i) The Contractor shall 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 prohibition against discrimination does 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.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by —

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bar-gaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be

binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)

(a) *Definitions*. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Month of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d) (1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if –

(i) In the Contractor's preceding fiscal year, the Contractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

(2) *First-tier subcontract information*. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of $30,000 or more, the Contractor shall report the following information at http://www.fsrs.gov for that first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor*. Unless otherwise directed by the

Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of $30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at http://www.fsrs.gov, if –

(i) In the subcontractor's preceding fiscal year, the subcontractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than $30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at http://www.fsrs.gov will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)

(a) Definition.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1– September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f) (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

52.245-1 GOVERNMENT PROPERTY (JAN 2017)

(a) *Definitions*. As used in this clause —

Cannibalize means to remove parts from Government property for use or for installation on other Government property.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means —

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of —

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

*Equipmen*t means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Loss of Government property means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to —

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

*Nonseverabl*e means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Production scrap means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when remelted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Property records means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property. See Federal Management Regulation 102–71.20 (41 CFR 102–71.20).

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Unit acquisition cost means —

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) *Property management*.

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property*.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are —

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor’s timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor’s timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government’s expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an “as-is” condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor’s expense.

(3) (i) The Contracting Officer may by written notice, at any time —

(A) Increase or decrease the amount of Government-furnished property under this

contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost- Reimbursable line items under Fixed-Price contracts.*

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon —

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory*. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control*.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property.

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when —

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including

reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property*.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) *Systems analysis.*

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies —

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment*. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) *Predisposal requirements.*

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the

Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules.*

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report —

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements*.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance

Officer no later than —

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections*. The Plant Clearance Officer may —

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage*.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions*.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds*. As directed by the Contracting Officer, the Contractor shall credit the net

proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication*. All communications under this clause shall be in writing.

(m) *Contracts outside the United States*. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.219-14 LIMITATIONS ON SUBCONTRACTING (JAN 2017)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability*. This clause applies only to —

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will, perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018) 22.1505(b)

(a) *Applicability.* This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in —

(1) Canada, and the anticipated value of the acquisition is $25,000 or more;

(2) Israel, and the anticipated value of the acquisition is $50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is $80,317 or more; or

(4) Armenia, Aruba, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $180,000 or more.

(b) *Cooperation with Authorities.* To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations*. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) *Remedies*.

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

552.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights —

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include —

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on an Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, *Payment by Electronic Funds Transfer — System for Award Management*, or 52.232-34, *Payment by Electronic Funds Transfer—Other Than System for Award Management*), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services-performed by the Contractor.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*.

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall —

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the —

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if —

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment

included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on —

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of an Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements – Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements – Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements – unenforceable clauses.* When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) *End user*. This agreement shall bind the Government as end user but shall not operate to bind an Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) *Arbitration; equitable or injunctive relief*. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (*e.g.*, Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms.*

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

(*1*) Terms that change the Government's rights or obligations;

(*2*) Terms that increase Government prices;

(*3*) Terms that decrease overall level of service; or

(*4*) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the Government, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as

applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4
This clause applies to fixed price orders.

552.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2018) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007)

(a) *Inspection/Acceptance*.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit*.]

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may —

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts

paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to —

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause —

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are —

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means —

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: Each order must list separately subcontracts for services excluded from the FSS Hourly Rates; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontrac*t means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, *Payment by Electronic Funds Transfer—System for Award Management,* or 52.232-34, *Payment by Electronic Funds Transfer—Other Than System for Award Management)*, or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments*.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform

tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the —

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor —

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall —

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be

reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: **Each order must list separately the elements of other direct costs for that order.**

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: **Each order must list separately the fixed amount for the indirect costs and payment schedule; if no indirect costs are approved, insert "None."**

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment —

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of

verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost —

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments*. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall —

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the —

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if —

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment

included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on —

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements - Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) *[Reserved]*.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements–unenforceable clauses*. When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) Applicability. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (*including all contracts, task orders, and delivery orders under FAR Part 12*).

(ii) End user. This agreement shall bind the Government as end user but shall not operate to bind an Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Updating terms.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the Government, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4 This clause applies to Time-and-Materials or Labor Hour orders.

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

(a) *Definitions.* As used in this clause —

Covered article means any hardware, software, or service that —

(1) Is developed or provided by a covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means —

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115–91) prohibits Government use of any covered article. The Contractor is prohibited from —

(1) Providing any covered article that the Government will use on or after October 1, 2018; and

(2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, 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 (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number

(Original Equipment Manufacturer (OEM) 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 report pursuant to paragraph (c)(1) 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 a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

I-FSS-106 GUARANTEED MINIMUM (DEC 2019)

The minimum that the Government agrees to order during the period of this contract is $2,500. If the Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports via the FAS Sales Reporting Portal (see GSAR 552.238-80 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-80.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)

(a) *Definition*.—"Site of the work"—

(1) Means—

(i) *The primary site of the work*. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any*. Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable

relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-30 CONSTRUCTION WAGE RATE REQUIREMENTS - PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (AUG 2018)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour Division, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of —

(1) Incorporation of the Department of Labor’s wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Construction Wage Rate Requirements statute.

52.222-32 CONSTRUCTION WAGE RATE REQUIREMENTS – PRICE ADJUSTMENT (ACTUAL METHOD) (AUG 2018)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour Division, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) (1) The Contractor states that if the prices in this contract contain an allowance for wage or benefit increases, such allowance will not be included in any request for contract price adjustment submitted under this clause.

(2) The Contractor shall provide with each request for contract price adjustment under this clause a statement that the prices in the contract do not include any allowance for any increased cost for which adjustment is being requested.

(c) The Contracting Officer will adjust the contract price or contract unit price labor rates to reflect the Contractor's actual increase or decrease in wages and fringe benefits to the extent that the increase is made to comply with, or the decrease is voluntarily made by the Contractor as a result of —

(1) Incorporation of the Department of Labor's Construction Wage Rate Requirements wage determination applicable at the exercise of an option to extend the term of the contract; or

(2) Incorporation of a Construction Wage Rate Requirements wage determination otherwise applied to the contract by operation of law.

(d) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a revised wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall notify the Contracting Officer promptly of any decrease under this clause, but nothing in this clause precludes the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require. Upon agreement of the parties, the Contracting Officer will modify the contract price or contract unit price in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) Contract price adjustment computations shall be computed as follows:

(1) Computation for contract unit price per single craft hour for schedule of indefinite-quantity work. For each labor classification, the difference between the actual wage and benefit rates (combined) paid and the wage and benefit rates (combined) required by the new wage determination shall be added to the original contract unit price if the difference results in a combined increase. If the difference computed results in a combined decrease, the contract unit price shall be decreased by that amount if the Contractor provides notification as provided in paragraph (e) of this clause.

(2) Computation for contract unit price containing multiple craft hours for schedule of indefinite-quantity work. For each labor classification, the difference between the actual wage and benefit rates (combined) paid and the wage and benefit rates (combined) required by the new wage determination shall be multiplied by the actual number of hours expended for each craft

involved in accomplishing the unit-priced work item. The product of this computation will then be divided by the actual number of units ordered in the preceding contract period. The total of these computations for each craft will be added to the current contract unit price to obtain the new contract unit price. The extended amount for the line item will be obtained by multiplying the new unit price by the estimated quantity. If actual hours are not available from the preceding contract period for computation of the adjustment for a specific contract unit of work, the Contractor, in agreement with the Contracting Officer, shall estimate the total hours per craft per contract unit of work.

Example: Asphalt Paving—Current Price $3.38 per Square Yard										
DBA Craft	**New WD**		**Hourly rate paid**		**Diff.**		**Actual Hrs**	**Actual units (sq. yard)**		**Increase /sq yard**
Equip. Opr.	$18.50	–	$18.00	=	$.50	×	600 hrs./	3,000 sq. yrd.	=	$.10
Truck Driver	$19.00	–	$18.25	=	$.75	×	525 hrs./	3,000 sq. yrd.	=	$.13
Laborer	$11.50	–	$11.25	=	$.25	×	750 hrs./	3,000 sq. yrd.	=	$.06
									Total increase per square yard =	$.29*
* Note: Adjustment for labor rate increases or decreases may be accompanied by social security and unemployment taxes and workers' compensation insurance.										
Current unit price Add DBA price adj. New unit price		=	$3.38 + .29 $3.67	per square yard per square yard						

52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

(a) *Definitions*. As used in this clause –

Contractor when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

(b) *Applicability*. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.* (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in

the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the

unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to Furnish Fringe Benefits*. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum Wage*. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor Contracts*. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees*. The Contractor and any subcontractor under this contract shall notify

each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and Sanitary Working Conditions*. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records*. (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute —

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay Periods*. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontract*s. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective Bargaining Agreements Applicable to Service Employees*. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List*. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Ruling and Interpretations*. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Certification*. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, Tolerances, and Exemptions Involving Employment*. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision —

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes Concerning Labor Standards*. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Note: Regulation 52.222-41
NOTE: This clause does not apply to the following 5 subcategories under Large Category C - Furniture and Furnishings: Office Furniture; Healthcare Furniture; Household, Dormitory & Quarters Furniture; Packaged Furniture; Miscellaneous Furniture.

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or

determination of any such adjustment in its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)

(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#

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The list of EPA-designated items is available at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

52.225-5 TRADE AGREEMENTS (AUG 2018)

(a) *Definitions*. As used in this clause —

"Caribbean Basin country end product"—

(1) Means an article that —

(i) (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country;

or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna, prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States

(HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at https://usitc.gov/tata/hts/index.htm. In particular, see the following:

(1) General Note 3(c), Products Eligible for Special Tariff treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)"), Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country end product" means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Free Trade Agreement country end product" means an article that —

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Least developed country end product" means an article that —

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-made end product" means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"WTO GPA country end product" means an article that —

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (ATERNATE II – NOV 2016)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause —

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Electronic Subcontracting Reporting System (eSRS) means the Government-wide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c) (1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a

separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2) (i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626 —

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts

designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of —

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to —

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small,

service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with —

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled ''Utilization of Small Business Concerns'' in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $700,000 ($1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will —

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.,* SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $150,000, indicating —

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact —

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small

disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through —

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if —

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern’s pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business,

veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219–8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided —

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror’s planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor’s commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government’s fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing

subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212–5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244–6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with

(1) the clause of this contract entitled ‘‘Utilization Of Small Business Concerns,’’ or

(2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR.* This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semiannually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii) (A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301–2(e), the Contractor’s achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides —

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that

awarded the subcontract.

(2) *SSR*. (i) Reports submitted under individual contract plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over $700,000 (over $1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, *Submission and Distribution of Authorized FSS Schedule Price Lists*.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA *Advantage!*®, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to clause I-FSS-597, *GSA Advantage!* ® for further information.

(3) Further details on EDI, ICs, and GSA *Advantage!* ® can be found in clause I-FSS-599, *Electronic Commerce*.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at http://www.gsa.gov/logos. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government) may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalogs data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare and distribute a Federal Supply Schedule Price List as required by clause 552.238-71, *Submission and Distribution of Authorized FSS Schedule Price Lists*. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service
Authorized Federal Supply Schedule Price List
On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

Schedule Title
FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)
Contract number
For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.
Contract period.
Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)
Contractor's internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).
Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

11a. Time of delivery. (Contractor insert number of days.)

11b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery.

12. F.O.B. point(s).

13a. Ordering address(es).

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

15. Warranty provision.

16. Export packing charges, if applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

18. Terms and conditions of rental, maintenance, and repair (if applicable).

19. Terms and conditions of installation (if applicable).

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

20a. Terms and conditions for any other services (if applicable).

21. List of service and distribution points (if applicable).

22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number.

26. Notification regarding registration in System for Award Management (SAM) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information will cause the Contractor to resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 552.212-4 , *Contract Terms and Conditions* (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the National Customer Service Center at:
Email: NCSCCustomer.Service@gsa.gov
U.S. General Services Administration
The Heartland Region, Region 6
2300 Main St., Kansas City, MO 64108

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Definitions. As used in this provision —

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"*Registered in the System for Award Management (SAM)"* means that —

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final

payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://www.sam.gov for information on registration.

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

(a) *Definitions*. As used in this clause —

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"'Registered in the System for Award Management (SAM)" means that —

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204–7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d) (1) (i) If a Contractor has legally changed its business name or *doing business* as name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this

contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ''Suspension of Payment'' paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov. for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at https://www.sam.gov.

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111–212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments —

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by —

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for —

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to

reposting the releasable information. The contractor must cite 52.209–9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111–212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(a) Definitions. As used in this contract —

“HUBZone small business concern” means a small business concern, certified by the Small Business Administration, that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

“Service-disabled veteran-owned small business concern” —

(1) Means a small business concern —

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that —

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by —

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR

124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern —

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern —

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d) (1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if —

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management or by contacting the SBA. Options for contacting the SBA include —

(i) HUBZone small business database search application web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or http://www.sba.gov/hubzone;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington, DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor’s EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor’s EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor’s EFT information was

incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2019) (ALTERNATE II – JAN 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)	Clause
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I - OCT 1995)	Clause
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)	Clause
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)	Clause
52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)	Clause
52.219-13	NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)	Clause
52.219-14	LIMITATIONS ON SUBCONTRACTING (JAN 2017)	Clause
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-27	NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)	Clause
52.219-29	NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (DEC 2015)	Clause
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE	Clause

	AWARD (NOV 2011)	
52.219-30	NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC 2015)	Clause
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (ALTERNATE II - NOV 2016)	Clause
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)	Clause
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)	Clause
52.222-26	EQUAL OPPORTUNITY (SEP 2016)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)	Clause
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)	Clause
52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)	Clause
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)	Clause
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)	Clause
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.225-5	TRADE AGREEMENTS (AUG 2018)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.239-1	PRIVACY OR SECURITY	Clause

	SAFEGUARDS (AUG 1996)	
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (FEB 2006)	Clause

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)	Clause
52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDSâ??PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)	Clause
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT - REQUIREMENTS (MAY 2014)	Clause
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES - REQUIREMENTS (MAY 2014)	Clause
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)	Clause

(d) (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to —

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than –

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(D) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(E) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(F) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(G) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(H) 52.222–36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(I) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222–40.

(J) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(K) X 52.222-50, (1) Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

N/A (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(L) 52.222–51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

(M) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

(N) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(O) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(P) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(Q) X (1) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

N/A (2) Alternate I (Jan 2017) of 52.224-3

(R) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note)

(S) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(T) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[Note to Offerors: If choosing not to accept orders funded in whole or in part by the American Recovery and Reinvestment Act (ARRA), this clause will be replaced with the base clause, meaning that Alternate II is not applicable.]

52.222-50 COMBATING TRAFFICKING IN PERSONS (JAN 2019)

(a) *Definitions*. As used in this clause —

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means —

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means —

(1) Any item of supply (including construction material) that is —

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person —

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of —

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for —

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer’s recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs —

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is —

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to —

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means —

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy*. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not —

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment —

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that —

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is —

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons.

The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor shall —

(1) Notify its employees and agents of —

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification*.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of —

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203–13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies*. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in —

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors*. When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*.

(1) The Contractor shall, at a minimum —

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not —

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from —

(A) Conducting an internal investigation;

or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan*.

(1) This paragraph (h) applies to any portion of the contract that —

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate —

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1–844–888–FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the

Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that —

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either —

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that —

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

52.228-8 LIABILITY AND INSURANCE-LEASED MOTOR VEHICLES (MAY 1999)

(a) The Government shall be responsible for loss of or damage to –

(1) Leased vehicles, except for –

(i) Normal wear and tear; and

(ii) Loss or damage caused by the negligence of the Contractor, its agents, or employees; and

(2) Property of third persons, or the injury or death of third persons, if the Government is liable for such loss, damage, injury, or death under the Federal Tort Claims Act (28 U.S.C.2671-2680).

(b) The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees.

(c) The Contractor shall provide and maintain insurance covering its liabilities under paragraph (b) of this clause, in amounts of at least $200,000 per person and $500,000 per occurrence for death or bodily injury and $20,000 per occurrence for property damage or loss.

(d) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective (1)for such period as the laws of the State in which this contract is to be performed prescribe or (2)until 30 days after written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies.

(e) The contract price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause.

552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) *Definitions.* As used in this clause –

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. 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. Contractors are not prohibited 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.

(c) *Representation.* The Offeror or Contractor represents that it _____ will or _____ will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer –

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity

name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, 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).

552.238-105 DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAY 2019)

In accordance with Clause 552.238-113, Scope of Contract (Eligible Ordering Activities), this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply or operations by permitting ordering activities to place orders as requirements arise in the normal course of operations. Accordingly, any order mailed (or received, if forwarded by other 7 means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

552.238-107 TRAFFIC RELEASE (SUPPLIES) (MAY 2019)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

552.238-109 AUTHENTICATION SUPPLIES AND SERVICES (MAY 2019)

(a) *General background*. (1) The General Services Administration (GSA) established the “Identity and Access Management Services” (IAMS) Program to clearly define the kinds of digital certificates and PKI services that meet the requirements for service providers and supplies that support FISMA-compliant IAM systems deployed by Federal agencies.

(2) Homeland Security Presidential Directive 12 (HSPD-12), “Policy for a Common Identification Standard for Federal Employees and Contractors” establishes the requirement for a mandatory Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and Contractor employees assigned to Government contracts in order to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy. Further, the Directive requires the Department of Commerce to promulgate a Federal standard for secure and reliable forms of identification within six months of the date of the Directive. As a result, the National Institute of Standards and Technology (NIST) released Federal Information Processing Standard (FIPS) 201-2: Personal Identity Verification of Federal Employees and Contractors August 2013. FIPS 201-2 requires that the digital certificates incorporated into the Personal Identity Verification (PIV) identity credentials comply with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework. In addition, FIPS 201-2 requires that Federal identity badges referred to as PIV credentials, issued to Federal employees and Contractors comply with the Standard and associated NIST Special Publications 800-73, 800-76, 800-78, and 800-79.

(b) *Special item numbers*. GSA has established the e-Authentication Initiative (see URL: http://www.idmanagement.gov) to provide common infrastructure for the authentication of the public and internal Federal users for logical access to Federal e-Government applications and electronic services. To support the government-wide implementation of HSPD-12 and the Federal e-Authentication Initiative, GSA has established Special Item Numbers (SINs) pertaining to

Authentication Products and Services, including Electronic Credentials, Digital Certificates, eAuthentication, Identify and Access Management, PKI Shared Service Providers, and HSPD-12 Product and Service Components.

(c) *Qualification information*.

(1) All Authentication supplies and services must be qualified as being compliant with Government-wide requirements before they will be included on a GSA Information Technology (IT) Schedule contract. The Qualification Requirements and associated evaluation procedures against the Qualification Requirements for each SIN and the specific Qualification Requirements for HSPD-12 implementation components are presented at the following URL: http://www.idmanagement.gov.

(2) In addition, the National Institute of Standards and Technology (NIST) has established the NIST Personal Identity Verification Program (NPIVP) to evaluate integrated circuit chip cards and supplies against conformance requirements contained in FIPS 201. GSA has established the FIPS 201Evaluation Program to evaluate other supplies needed for agency implementation of HSPD-12 requirements where normative requirements are specified in FIPS 201 and to perform card and reader interface testing for interoperability. Products that are approved as FIPS-201 compliant through these evaluation and testing programs may be offered directly through HSPD-12 Supplies and Services Components SIN under the category “Approved FIPS 201-Compliant Products and services.

(d) *Qualification requirements*. Offerors proposing Authentication supplies and services under the established SINs are required to provide the following:

(1) Proposed items must be determined to be compliant with Federal requirements for that SIN. Qualification Requirements and procedures for the evaluation of supplies and services are posted at the URL: http://www.idmanagement.gov. GSA will follow these procedures in qualifying offeror's supplies and services against the Qualification Requirements for applicable to SIN. Offerors must submit all documentation certification letter(s) for Authentication Supplies and Services offerings at the same time as submission of proposal. Award will be dependent upon receipt of official documentation from the Acquisition Program Management Office (APMO) listed below verifying satisfactory qualification against the Qualification Requirements of the proposed SIN(s).

(2) After award, Contractor agrees that certified supplies and services will not be offered under any other SIN on any Federal Supply Schedule

(3) (i) If the Contractor changes the supplies or services previously qualified, GSA may require the Contractor to resubmit the supplies or services for re-qualification.

(ii) If the Federal Government changes the qualification requirements or standards, Contractor must resubmit the supplies and services for re-qualification.

(4) Immediately prior to making an award, Contracting Officers MUST consult the following website to ensure that the supplies and/or services recommended for award under any Authentication Supplies and Services SINs are in compliance with the latest APL qualification standards: www.idmanagement.gov. A dated copy of the applicable page should be made and included with the award documents.

(e) *Demonstrating conformance*.

(1) The Federal Government has established Qualification Requirements for demonstrating conformance with the Standards. The following websites provide additional information regarding the evaluation and qualification processes

(i) For Identify and Access Management Services (IAMS) and PKI Shared Service

Provider (SSP) Qualification Requirements and evaluation procedures: http://www.idmanagement.gov;

(ii) For HSPD-12 Product and Service Components Qualification Requirements and evaluation procedures: http://www.idmanagement.gov;

(iii) For FIPS 201 evaluation program testing and certification procedures: https://www.idmanagement.gov/fips201/.

(f) *Acquisition Program Management Office (APMO)*. GSA has established the APMO to provide centralized technical oversight and management regarding the qualification process to industry partners and Federal agencies. Contact the following APMO for information on the eAuthentication Qualification process. Technical, APMO, FIPS 201, and HSPD-12 Points of Contact can be found below, or in an additional attachment to the solicitation.

[*The contracting officer should insert the points of contact information below, unless otherwise included elsewhere in the solicitation*.]

$ownerInsert1

552.238-110 COMMERCIAL SATELLITE COMMUNICATION (COMSATCOM) SERVICES (MAY 2019)

(a) *General background.* Special Item Numbers (SINs) have been established for Commercial Satellite Communications (COMSATCOM) services, focused on transponded capacity (SIN 132-54) and fixed and mobile subscription services (SIN 132-55), to make available common COMSATCOM services to all Ordering Activities.

(b) *Information assurance*.

(1) The Contractor shall demonstrate, to the maximum extent practicable, the ability to meet:

(i) The Committee on National Security Systems Policy (CNSSP) 12, “National Information Assurance Policy for Space Systems used to Support National Security Missions,” or

(ii) Department of Defense Directive (DoDD) 8581.1, “Information Assurance (IA) Policy for Space Systems Used by the Department of Defense.”

(2) The Contractor shall demonstrate the ability to comply with the Federal Information Security Management Act of 2002 as implemented by Federal Information Processing Standards Publication 200 (FIPS 200), “Minimum Security Requirements for Federal Information and Information Systems.” In response to ordering activity requirements, at a minimum, all services shall meet the requirements assigned against:

(i) A low-impact information system (per FIPS 200) that is described in the current revision of National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, “Recommended Security Controls for Federal Information Systems and Organizations,” or

(ii) A Mission Assurance Category (MAC) III system that is described in the current revision of DoD Instruction (DoDI) 8500.2, “Information Assurance Implementation.”

(3) The Contractor's information assurance boundary is where the Contractor's services connect to the user terminals/equipment (i.e., includes satellite command encryption (ground and space); systems used in the Satellite Operations Centers (SOCs), Network Operations Centers (NOCs) and teleport; and terrestrial infrastructure required for service delivery).

(c) *Delivery schedule*. The Contractor shall deliver COMSATCOM services in accordance with 552.238-86.

(d) *Portability.* The Contractor shall have the capability to redeploy COMSATCOM services, subject to availability. Portability shall be provided within the COMSATCOM Contractor's resources at any time as requested by the ordering activity. When portability is exercised, evidence of equivalent net present value (NPV) shall be provided by the Contractor.

(e) *Flexibility/optimization.* The Contractor shall have the capability to re-groom resources for spectral, operational, or price efficiencies. Flexibility/optimization shall be provided within the COMSATCOM Contractor's resources at any time as requested by the ordering activity. When flexibility/optimization is exercised, evidence of equivalent net present value (NPV) shall be provided by the Contractor. The Contractor is encouraged to submit re-grooming approaches for ordering activity consideration that may increase efficiencies for existing COMSATCOM services.

(f) *Net ready (interoperability).* COMSATCOM services shall be consistent with commercial standards and practices. Services shall have the capability to access and/or interoperate with Government or other Commercial teleports/gateways and provide enterprise service access to or among networks or enclaves. Interfaces may be identified as interoperable on the basis of participation in a sponsored interoperability program.

(g) *Network monitoring (Net OPS).* The Contractor shall have the capability to electronically collect and deliver near real-time monitoring, fault/incident/outage reporting, and information access to ensure effective and efficient operations, performance, and availability, consistent with commercial practices. Consistent with the Contractor's standard management practices, the Net Ops information will be provided on a frequency (example: every 6 hours, daily) and format (example: SNMP, XML) as defined in a requirement to a location/entity/electronic interface defined by the ordering activity. Specific reporting requirements will be defined by the Ordering Activity.

(h) *EMI/RFI identification, characterization, and geo-location*. The Contractor shall have the capability to collect and electronically report in near real-time Electro Magnetic Interference (EMI) / Radio Frequency Interference (RFI) identification, characterization, and geo-location, including the ability to identify and characterize sub-carrier EMI/RFI being transmitted underneath an authorized carrier, and the ability to geo-locate the source of any and all EMI/RFI. The Contractor shall establish and use with the ordering activity a mutually agreed upon media and voice communications capability capable of protecting “Sensitive, but Unclassified” data.

(i) *Security.* (1) The Contractor may be required to obtain/possess varying levels of personnel and facility security clearances up to U.S. Government TOP SECRET/Sensitive Compartmented Information (TS/SCI) or equivalent clearances assigned by the National Security Authority of a NATO Member State or Major Non-NATO Ally.

(2) For incident resolution involving classified matters, the Contractor shall provide appropriately cleared staff who can affect COMSATCOM services operations (example: satellite payload operations, network operations). The Contractor shall provide a minimum of one operations staff member AND a minimum of one person with the authority to commit the company if resolution requires business impacting decisions (example: Chief Executive Officer, Chief Operations Officer, etc.).

(3) When Communications Security or Transmission Security equipment or keying material is placed in the equipment/terminal shelter, the Contractor shall ensure compliance with applicable physical security directives/guidelines and that all deployed equipment/terminal operations and maintenance personnel shall possess the appropriate clearances, equal to or higher than the classification level of the data being transmitted. Where local regulations require use of foreign personnel for terminal operations and maintenance, then the Contractor shall ensure compliance with applicable security directives/guidelines and document to the U.S. Government's satisfaction that protective measures are in place and such individuals have equivalent clearances granted by the local host nation.

(4) For classified operations security (OPSEC), the Contractor shall ensure that all personnel in direct contact with classified OPSEC indicators (example: the unit, location, and time of operations) have U.S. SECRET or higher personnel security clearances, or, as appropriate, equivalent clearances assigned by the National Security Authority of a NATO Member State or Major Non-NATO Ally, in accordance with applicable security directives and guidelines.

(5) For classified requirements, cleared satellite operator staff must have access to secure voice communications for emergency purposes. Communications security equipment certified by the National Security Agency (NSA) to secure unclassified and up to and including SECRET communication transmissions at all operations centers is preferred. If a Contractor is unable to have access to NSA-approved communications security equipment at its operations centers, then a combination of a “Sensitive but Unclassified” (SBU) cryptographic module approved by the U.S. National Institute for Standards and Technology and pre-arranged access to National Security Agency-approved communications security equipment at an agreed alternate facility is acceptable.

(6) The Contractor shall have the capability to “mask” or “protect” users against unauthorized release of identifying information to any entity that could compromise operations security. Identifying information includes but is not limited to personal user and/or unit information including tail numbers, unit names, unit numbers, individual names, individual contact numbers, street addresses, etc.

(j) *Third party billing for COMSATCOM subscription services*. The Contractor shall identify authorized network infrastructure for the ordering activity. In some cases, the user of the terminal may access network infrastructure owned or operated by a third party. In the event a terminal is used on a third party's network infrastructure, the Contractor shall provide to the ordering activity, invoices and documentation reflecting actual usage amount and third party charges incurred. The ordering activity shall be billed the actual third party charges incurred, or the contract third party billing price, whichever is less.

552.238-111 ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (MAY 2019)

(a) With respect to the products described in this solicitation which require registration with the Environmental Protection Agency (EPA), as required by the Federal Insecticide, Fungicide, and Rodenticide Act, Section 3, Registration of Pesticides, awards will be made only for such products that have been assigned an EPA registration number, prior to the time of bid opening.

(b) The offeror shall insert in the spaces provided in this section, the manufacturer's and/or distributor's name and the “EPA Registration Number” for each item offered. Any offer which does not specify a current “EPA Registration Number” in effect for the duration of the contract period, and including the manufacturer's and/or distributor's name will be rejected.

Items			
Item Numbers	Name of Manufacturer / Distributor	EPA Registration Number	Date of Expiration

(c) If, during the performance of a contract awarded as a result of this solicitation, the EPA Registration Number for products being furnished is terminated, withdrawn, canceled, or suspended, and such action does not arise out of causes beyond the control, and with the fault or negligence of the Contractor or subcontractor, the Government may terminate the contract pursuant to either the Default Clause or Termination for Cause Paragraph (contained in the clause 52.212-4, *Contract Terms and Conditions-Commercial Items*), whichever is applicable to the resultant contract.

552.238-115 SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (MAY 2019)

(a) Definition.

"Order-level materials" means supplies and/or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA), when the supplies and/or services are not known at the time of Schedule contract or FSS BPA award. The prices of order-level materials are not established in the FSS contract or FSS BPA. Order-level materials acquired following the procedures in paragraph (d) of this section are done so under the authority of the FSS program, pursuant to 41 U.S.C. 152(3), and are not open market items, which are discussed in FAR 8.402(f).

(b) FAR 8.403(b) provides that GSA may establish special ordering procedures for a particular FSS.

(c) The procedures in FAR subpart 8.4 apply to this contract, with the exceptions listed in this clause. If a requirement in this clause is inconsistent with FAR subpart 8.4, this clause takes precedence pursuant to FAR 8.403(b).

(d) Procedures for including order-level materials when placing an individual task or delivery order against an FSS contract or FSS BPA.

(1) The procedures discussed in FAR 8.402(f) do not apply when placing task and delivery orders that include order-level materials.

(2) Order-level materials are included in the definition of the term "material" in FAR clause 52.212-4 Alternate I, and therefore all provisions of FAR clause 52.212-4 Alternate I that apply to "materials" also apply to order-level materials. The ordering activity shall follow procedures under the Federal Travel Regulation and FAR Part 31 when order-level materials include travel.

(3) Order-level materials shall only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order.

(4) The value of order-level materials in a task or delivery order, or the cumulative value of order-level materials in orders against an FSS BPA awarded under a FSS contract shall not exceed 33.33%.

(5) All order-level materials shall be placed under the Order-Level Materials SIN.

(6) Prior to the placement of an order that includes order-level materials, the Ordering Activity shall follow procedures in FAR 8.404(h).

(7) To support the price reasonableness of order-level materials–

(i) The contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold.

(A) One of these three quotes may include materials furnished by the contractor under FAR 52.212-4 Alt I (i)(1)(ii)(A).

(B) If the contractor cannot obtain three quotes, the contractor shall maintain its documentation of why three quotes could not be obtained to support their determination.

(C) A contractor with an approved purchasing system per FAR 44.3 shall instead follow its purchasing system requirement and is exempt from the requirements in paragraphs (d)(7)(i)(A)-(B) of this clause.

(ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available.

(iii) If indirect costs are approved per FAR 52.212-4(i)(1)(ii)(D)(2) Alternate I), the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer.

(8) Prior to an increase in the ceiling price of order-level materials, the Ordering Activity Contracting Officer shall follow the procedures at FAR 8.404(h)(3)(iv).

(9) In accordance with GSAR clause 552.238-83, *Examination of Records by GSA*, GSA has the authority to examine the Contractor's records for compliance with the pricing provisions in FAR clause 52.212-4 Alternate I, to include examination of any books, documents, papers, and records involving transactions related to the contract for overbillings, billing errors, and compliance with the IFF and the Sales Reporting clauses of the contract.

(10) OLMs are exempt from the following clauses:

(i) 552.216-70 *Economic Price Adjustment - FSS Multiple Award Schedule Contracts.*

(ii) 552.238-77 *Submission and Distribution of Authorized FSS Schedule Pricelists*.

(iii) 552.238-81 *Price Reductions.*

(11) *Exceptions for travel*. (i) Travel costs are governed by FAR 31.205-46 and therefore the requirements in paragraph (d)(7) do not apply to travel costs.

(ii) Travel costs do not count towards the 33.33% limitation described in paragraph (d)(4) of this section.

(iii) Travel costs are exempt from clause 552.238-80 Industrial Funding Fee and Sales Reporting.

552.238-86 DELIVERY SCHEDULE (MAY 2019)

(a) *Time of delivery*. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal business practice. The Government requires the Contractor's normal delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below [*The contracting officer shall insert the solicited items or Special Item Numbers (SIN) as well as a reasonable delivery time that corresponds with each item or SIN, if known*]:

Items or group of items (special item no. or nomenclature)

_____

Government's stated delivery time (days ARO)

_____

Contractor's delivery time

_____

(b) *Expedited delivery times*. For those items that can be delivered quicker than the delivery times in paragraph (a) of this clause, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

Items or group of items (special item no. or nomenclature)

_____

Expedited delivery time (hours/days ARO)

_____

(c) Overnight and 2-Day delivery times. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

552.238-89 DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)

(a) *Applicability*. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) *Mode/method of transportation*. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) *Time of delivery*. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

552.238-90 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

552.238-91 MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)

(a) *Responsibility*. It shall be the responsibility of the ordering activity to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract.

(b) *Documentation*. In the event the ordering activity fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the ordering activity and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the prerequisites stated in paragraph (c) of this section.

(c) *Direct shipments*. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1) Traffic Management or Transportation Officer at FINAL destination.

(2) Ordering Supply Account Number.

(3) Account number.

(4) Delivery Order or Purchase Order Number.

(5) National Stock Number, if applicable; or Contractor's item number.

(6) Box _____ of _____ Boxes.

(7) Nomenclature (brief description of items).

552.238-92 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)

(a) The term “Vendor Managed Inventory” describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with ordering agencies under a Blanket Purchase Agreement.

552.238-93 ORDER ACKNOWLEDGMENT (MAY 2019)

Contractors shall acknowledge only those orders which state “Order Acknowledgment Required.” These orders shall be acknowledged within 10 calendar days after receipt. Such acknowledgment shall be sent to the ordering activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

552.238-94 ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three (3) business days after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

552.238-95 SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (MAY 2019)

(a) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided in this paragraph or on a separate attachment. The final price shall be quoted separately at the order level and, if considered reasonable, will be accepted as part of the order.

ITEMS	
SINS or Descriptive Name of Articles (as appropriate)	Charge for Performance Oriented

(b) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be shown as separate entries on the delivery order.

552.238-96 SEPARATE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2019) 538.273(d)(20)

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for "Delivery Within Consignee's Premises" applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or price list.

(b) Ordering activities are not obligated to issue orders on the basis of "Delivery Within Consignee's Premises," and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish "Delivery Within Consignee's Premises" at the additional charge awarded. When an ordering activity issues an order on the basis of "Delivery Within Consignee's Premises" at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery "F.o.b. Destination, Within Consignee's Premises" in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the Offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify "Delivery Within Consignee's Premises" on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for "Delivery Within Consignee's Premises" will be shown as separate entries on the order..

ITEMS	
(NSNs or Special Item Numbers or Descriptive Name of Articles)	Additional Charge (Per shipping container) FOR "DELIVERY WITHIN CONSIGNEE'S PREMISES"

552.238-100 TRANSSHIPMENTS (MAY 2019)

(a) The Contractor shall complete two (2) DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification-used when shipping chemicals, dangerous cargo, etc.

(1) Two copies of the DD Form 1387 will be attached to each shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract.

(2) These forms will be attached to one end and one side, not on the top or bottom, of the container.

(3) The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.)

(b) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387-2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading.

(c) Dangerous cargo will not be intermingled with non-dangerous cargo in the same container.

(d) Copies of the above forms and preparation instructions will be obtained from the ordering activity issuing the Delivery Order. Reproduced copies of the forms are acceptable.

(e) Failure to include DD Form 1387, and DD Form 1387-2, if applicable, on each shipping container will result in rejection of shipment by the port Transportation Officer.

552.238-101 FOREIGN TAXES AND DUTIES (MAY 2019)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The Contractor warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, and/or marking are included in the pricing offered and accepted by the Government.

552.238-102 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAY 2019)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and price lists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the “Treasury Reporting Rates of Exchange” in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

552.238-103 ELECTRONIC COMMERCE (MAY 2019)

(a) General background. The Federal Acquisition Streamlining Act (FASA) of 1994 requires the Government to evolve its acquisition process from one driven by paper to an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI encompasses more than merely automating manual processes and eliminating paper transactions. EC/EDI improves business processes (e.g. procurement, finance, logistics) into a fully electronic environment and fundamentally changes the way organizations operate.

(b) Trading partners and Value-Added Networks (VAN's).

(1) Within the electronic commerce architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and Contractors (now known as “trading partners”). These transactions are carried by commercial telecommunications

companies called Value-Added Networks (VAN's).

(2) EDI can be performed using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision Contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If the VAN only provides communications services, you may also need a software translation package.

(c) Registration instructions. To perform EDI with the Government, Contractors shall register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners is the Systems for Award Management (SAM) http://www.sam.gov. Contractors shall follow the instructions on the SAM website regarding how to register for EDI.

(d) Implementation conventions. All EDI transactions must comply with the Federal Implementation Conventions (ICs). The ICs are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at http://www.nist.gov/itl. ICs are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional information. GSA has additional information available for Contractors who are interested in using EC/EDI on its website, http://www.gsa.gov.

(f) GSA Advantage!®.

(1) GSA Advantage!® uses electronic commerce to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!® enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; Contractor; and generic supply categories.

(ii) Generate EDI delivery orders to Contractors, generate EDI delivery orders from the Federal Supply Service to Contractors, or download files to create their own delivery orders.

(iii) Use the credit card.

(2) GSA Advantage!® may be accessed via the GSA Home Page. The Internet address is: http://www.gsa.gov.

552.238-104 DISSEMINATION OF INFORMATION BY CONTRACTOR (MAY 2019)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule contract award documents. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

552.238-106 INTERPRETATION OF CONTRACT REQUIREMENTS (MAY 2019)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

552.238-112 DEFINITION (FEDERAL SUPPLY SCHEDULES) - NON-FEDERAL ENTITY (MAY 2019)

Ordering activity (also called “ordering agency” and “ordering office”) means an eligible ordering activity (see 552.238-113), authorized to place orders under Federal Supply Schedule contracts.

552.238-113 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (MAY 2019)

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery. For Special Item Number 132-53, Wireless Services ONLY, limited geographic coverage (consistent with the Offeror's commercial practice) may be proposed.

(1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;

(2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol).

(5) The District of Columbia;

(6) Tribal governments when authorized under 25 USC 450j(k);

(7) Tribes or tribally designated housing entities pursuant to 25 U.S.C. 4111(j);

(8) Qualified Nonprofit Agencies as authorized under 40 USC 502(b); and

(9) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) *Definitions.*

“Domestic delivery” is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

“Overseas delivery” is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories

(c) Offerors are requested to check one of the following boxes:

____ Contractor will provide domestic and overseas delivery.

____ Contractor will provide overseas delivery only.

____ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Schedule contracts:

(1) State and local government may place orders against Schedule 70 contracts, and Consolidated Schedule contracts containing information technology Special Item Numbers, and Schedule 84 contracts, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities;

(2) The American National Red Cross may place orders against Federal Supply Schedules for products and services in furtherance of the purposes set forth in its Federal charter (36 U.S.C. 300102); PROVIDED, the Contractor accepts order(s) from the American National Red Cross; and

(3) Other qualified organizations, as defined in section 309 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5152), may place orders against Federal Supply Schedules for products and services determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency; PROVIDED, the Contractor accepts order(s) from such activities.

(4) State and local governments may place orders against Federal Supply Schedules for good or services determined by the Secretary of Homeland Security to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121, et seq.) to facilitate disaster preparedness or response, or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack; PROVIDED, the Contractor accepts order(s) from such activities.

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 52.232-36 *Payment by Third Party*. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 52.232-36 *Payment by Third Party*.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of $2,500 (two thousand, five hundred dollars) during the contract term.

(h) All users of GSA's Federal Supply Schedules, including non-Federal users, shall use the schedules in accordance with the ordering guidance provided by the Administrator of General Services. GSA encourages non-Federal users to follow the Schedule Ordering Procedures set forth in the Federal Acquisition Regulation (FAR) 8.4, but they may use different established competitive ordering procedures if such procedures are needed to satisfy their state and local acquisition regulations and/or organizational policies.

552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (MAY 2019)

(a) If an entity identified in paragraph (d) of the clause at 552.238-113, *Scope of Contract (Eligible*

Ordering Activities), elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies “Compliance with laws unique to Government contracts” (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., FAR 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B.)

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at 552.238-113, *Scope of Contract (Eligible Ordering Activities)*, the Contractor agrees to the following conditions:

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason.

The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause 552.238-80, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number:

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-113, *Scope of Contract (Eligible Ordering Activities)*, and

(2) The dollar value for sales to entities identified in paragraph (d) of clause 552.238-113 Scope of Contract (Eligible Ordering Activities).

552.238-70 COVER PAGE FOR WORLDWIDE FEDERAL SUPPLY SCHEDULES (MAY 2019) FOR ALL GEOGRAPHIC AREAS

Solicitation No. 47QSMD20R0001 Refresh 0001

Federal Supply Schedule Contract for All Geographic Areas.

(a) Federal Supply Classification (FSC) GROUP: Various
PART: Various
SECTION: Various
SUPPLY: Various
FSC CLASS(ES)/PRODUCT CODE(S)/NAICS: Various

(b) STANDARD INDUSTRY GROUP: Various
SERVICE: Various
SERVICE CODE(S)/NAICS: Various

552.238-77 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FEDERAL SUPPLY SCHEDULE (FSS) PRICE LISTS (MAY 2019)

(a) *Definition*. For the purposes of this clause, the Mailing List is _____.

(b) The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.

(1) The Contractor shall provide to the GSA Contracting Officer:

(i) Two paper copies of Authorized FSS Schedule Pricelist; and

(ii) The Authorized FSS Schedule Pricelist on a common-use electronic medium. The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.

(2) The Contractor shall provide to each addressee on the mailing list either;

(i) One paper copy of the Authorized FSS Schedule Price List; or

(ii) A self-addressed, postage-paid envelope or postcard to be returned by addressees that want to receive a paper copy of the pricelist. The Contractor shall distribute price lists within 20 calendar days after receipt of returned requests.

(3) The Contractor shall advise each addressee of the availability of pricelist information through

the on-line Multiple Award Schedule electronic data base.

(c) The Contractor shall make all of the distributions required in this paragraph (c) at least 15 calendar days before the beginning of the contract period, or within 30 calendar days after receipt of the Contracting Officer's approval for printing, whichever is later.

(d) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized schedule user, upon request. Use of the mailing list for any other purpose is not authorized.

552.238-78 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (MAY 2019)

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) *Definitions*. As used in this clause —

“Energy-efficient product” means a product that –.

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

“GSA Advantage!” is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

“Other environmental attributes” refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

“Post-consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of “recovered material.” The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and http://www.epa.gov/cpg/).

“Recovered materials” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and http://www.epa.gov/cpg/). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

“Remanufactured” means factory rebuilt to original specifications.

“Renewable energy” means energy produced by solar, wind, geothermal, and biomass power.

“Renewable energy technology” means –

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) Identification Requirements.

(1) The offeror must identify products that —

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (http://www.epa.gov/cpg/);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and http://www.epa.gov/cpg/);

(iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP's designated top 25th percentile levels (see ENERGY STAR® at http://www.energystar.gov/ and FEMP at http://www.eere.energy.gov/femp/procurement/);

(iv) Are water-efficient

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) Electronic data submission for GSA Advantage! submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that are translated into respective icons in GSA Advantage!.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an item's environmental attribute on the basis of —

(1) Participation in a Federal agency sponsored program (e.g., the EPA and DOE ENERGY STAR® product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be “competent and reliable,” it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the

profession to yield accurate and reliable results.

552.238-79 CANCELLATION (MAY 2019)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (MAY 2019)

(a) *Reporting of Federal Supply Schedule Sales*. The Contractor shall report all contract sales under this contract as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include —

(i) Receipt of order;

(ii) Shipment or delivery, as applicable;

(iii) Issuance of an invoice; or

(iv) Payment.

(2) Contract sales shall be reported to Federal Acquisition Services (FAS) within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including "zero" sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)'s Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange" issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874–7994, Internet: http://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm

(b) The Contractor shall remit the IFF at the rate set by GSA's FAS.

(1) The Contractor shall remit the IFF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FAS. GSA's FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program. FAS recoups its operating costs from ordering activities as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized FAS programs, in accordance with 40 U.S.C. 321. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FAS will post notice of the current IFF at https://72a.gsa.gov/ or successor website as appropriate.

(c) Within 60 days of award, an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

Note: Regulation 552.238-80
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-80 Alternate I.

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (MAY 2019) (ALTERNATE I – MAY 2019)

(a) Definition. *Transactional data* encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) Reporting of Transactional Data. The Contractor must report all transactional data under this contract as follows:

(1) The Contractor must electronically report transactional data by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website, https://vsc.gsa.gov. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Contract or Blanket Purchase Agreement (BPA) Number.

(ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).

(iii) Non-Federal Entity.

(iv) Description of Deliverable.

(v) Manufacturer Name.

(vi) Manufacturer Part Number.

(vii) Unit Measure (each, hour, case, lot).

(viii) Quantity of Item Sold.

(ix) Universal Product Code.

(x) Price Paid per Unit.

(xi) Total Price.

Note to paragraph (b)(2): The Contracting Officer may add data elements to the standard elements listed in paragraph (b)(2) of this section with the approvals listed in GSAM 507.105(c)(3).

(3) The contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(4) The Contractor must report the price paid per unit, total price, or any other data elements with an associated monetary value listed in (b)(2) of this section, in U.S. dollars.

(5) The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).

(6) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(7) Reporting Points.

(i) The acceptable points at which transactional data may be reported include —

(A) Issuance of an invoice; or

(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(8) The Contractor must continue to furnish reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.

(9) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other or information that would compromise national security are exempt from this reporting requirement.

(10) This clause does not exempt the Contractor from fulfilling existing reporting requirements contained elsewhere in the contract.

(11) GSA reserves the unilateral right to change reporting instructions following 60 calendar days' advance notification to the Contractor.

(c) Industrial Funding Fee (IFF).

(1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid

by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized GSA programs, in accordance with 40 U.S.C. 321.

(2) GSA has the unilateral right to change the fee amount at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change. GSA will post notice of the current IFF on the Vendor Support Center website at https://vsc.gsa.gov.

(3) Offerors must include the IFF in their prices. The fee is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The fee will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract.

(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days after physical completion of the last outstanding task order or delivery order issued against the contract.

(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.

(d) The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the required transactional data reports, falsifies them, or fails to timely pay the IFF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

Note: Regulation 552.238-80
This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.238-81 PRICE REDUCTIONS (MAY 2019)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the eligible ordering activity with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales —

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-113 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-113 is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

Note: Regulation 552.238-81
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-81 Alternate I.

552.238-81 PRICE REDUCTIONS (MAY 2019) (ALTERNATE I - APR 2014)

(a) The Government may request from the Contractor, and the Contractor may provide to the Government, a temporary or permanent price reduction at any time during the contract period.

(b) The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.

Note: Regulation 552.238-81
This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (MAY 2018) (ALTERNATE I - MAY 2019)

(a) *General.* The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the following information must be submitted:

(i) *Information requested in paragraphs* (1) and (2) of the Commercial Sales Practice Format to add SINs.

(ii) Discount information for the new items(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215- 6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications—Commercial Items*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act—Balance of Payments Programs—Supplies*.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-81. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates*. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

(e) *Amendments to Paper Federal Supply Schedule Price Lists.*

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every three month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

(f) Electronic submission of modification requests is mandatory via eMod (http://eOffer.gsa.gov), unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (http://vsc.gsa.gov). If the electronic submissions standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

Note: Regulation 552.238-82
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-82 Alternate II.

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (MAY 2018) (ALTERNATE II - MAY 2019)

(a) *General.* The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the Contractor must submit the following information:

(i) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the instructions in the solicitation.

(ii) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iii) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by FAR 52.215-6, Place of Performance.

(iv) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(v) Any information requested by FAR 52.212-3(f), Offeror Representations and Certifications-Commercial Items, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act-Balance of Payments Programs-Supplies.

(2) Deletions. The Contractor must provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the Contracting Officer determines that the higher price is unreasonable compared to the price of the deleted item.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates*. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

(e) *Amendments to Paper Federal Supply Schedule Price Lists.*

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every three month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

Note: Regulation 552.238-82 This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.238-83 EXAMINATION OF RECORDS BY GSA (FEDERAL SUPPLY SCHEDULES) (MAY 2019)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the contractor involving transactions related to this contract for overbillings, billing errors, compliance with contract clauses 552.238-81, *Price Reductions* and 552.238-74, *Industrial Funding Fee and Sales Reporting*. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

552.238-84 DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)

(a) Discounts for early payment (hereinafter referred to as “discounts” or “the discount”) will be considered in evaluating the relationship of the Offeror's concessions to the Government vis-a-vis the Offeror's concessions to its commercial and Federal non-schedule customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low Offeror in the situation described in the “Offers on Identical Products” provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the “value of funds” rate established by the Department of the Treasury and published quarterly in the Federal Register. The “value of funds” rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the ordering activity if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

552.238-85 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2019)

(a) The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to

(1) Comply with the same terms and conditions as the Contractor for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer, which includes

(i) The date of sale;

(ii) The ordering activity to which the sale was made;

(iii) The service or supply/model sold;

(iv) The quantity of each service or supply/model sold;

(v) The price at which it was sold, including discounts; and

(vi) All other significant sales data.

(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payments in the name of the Contractor in care of the dealer.

(b) An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

552.238-87 DELIVERY PRICES (MAY 2019)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall place the notation “Delivery Service Requested” on bills of lading covering such shipments, and pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1) of this section.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) The Offeror shall indicate in the offer whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

552.238-88 GSA ADVANTAGE!®. (MAY 2019)

(a) The Contractor shall participate in the GSA Advantage!® online shopping service. Information and instructions regarding Contractor participation are contained in clause 552.238-103, *Electronic Commerce*.

(b) The Contractor shall refer to contract clauses 552.238-77, *Submission and Distribution of Authorized FSS Price Lists* (which provides for submission of price lists on a common-use electronic medium), and 552.238-82, *Modifications* (which addresses electronic file updates).

552.238-97 PARTS AND SERVICE (MAY 2019)

(a) For equipment under items listed in the schedule of items or services on which offers are submitted, the Contractor represents by submission of this offer that parts and services (including the performing

of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(b) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(c) Contractors are requested to provide the Ordering Activity, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

552.238-98 CLAUSES FOR OVERSEAS COVERAGE (MAY 2019)

(a) 52.214-34 Submission of Offers in the English Language

(b) 52.214-35 Submission of Offers in U.S. Currency

(c) 552.238-90 Characteristics of Electric Current

(d) 552.238-91 Marking and Documentation Requirements Per Shipment

(e) 552.238-97 Parts and Service

(f) 552.238-99 Delivery Prices Overseas

(g) 552.238-100 Transshipments

(h) 552.238-101 Foreign Taxes and Duties

(i) 52.247-34 FOB Destination

(j) 52.247-38 FOB Inland Carrier, Point of Exportation

(k) 52.247-39 FOB Inland Point, Country of Importation

552.238-99 DELIVERY PRICES OVERSEAS (MAY 2019)

(a) Prices offered must cover delivery to destinations as provided as follows:

(1) Direct delivery to consignee. F.O.B. Inland Point, Country of Importation (FAR 52.247-39). (Offeror should indicate countries where direct delivery will be provided.)

(2) Delivery to overseas assembly point for transshipment when specified by the ordering activity, if delivery is not covered under paragraph (1), above.

(3) Delivery to the overseas port of entry when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) Geographic area(s)/countries/zones which are intended to be covered must be identified in the offer.

552.238-73 IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE

HANDICAPPED (MAY 2019)

(a) Definitions.

"Electronic office equipment accessibility" means the application/configuration of electronic office equipment (includes hardware, software and firmware) in a manner that accommodates the functional limitations of individuals with disabilities (i.e., handicapped individuals) so as to promote productivity and provide access to work related and/or public information resources.

"Handicapped individuals" mean qualified individuals with impairments as cited in 29 CFR 1613.702(f) who can benefit from electronic office equipment accessibility.

"Special peripheral" means a special needs aid that provides access to electronic equipment that is otherwise inaccessible to a handicapped individual.

(b) The offeror is encouraged to identify in its offer, and include in any commercial catalogs and pricelists accepted by the Contracting Officer, office equipment, including any special peripheral, that will facilitate electronic office equipment accessibility for handicapped individuals. Identification should include the type of disability accommodated and how the users with that disability would be helped.

FBG-0002 SPECIAL ORDERING PROCEDURES (SEP 2019)

These ordering procedures apply to those purchases made under this schedule or through a travel management system as defined by the Federal Travel Regulation for civilian agencies and Joint Travel Regulations for military agencies. Based on the traveler's review of government-preferred suppliers and their negotiated rates through the travel management system for the designated destination, the traveler will select a lodging property on a best-value decision based on his/her agency's policies, the property's location, amenities, availability, price and mission needs.

Payment is normally made directly to the property by the individual traveler. Any payment method can be used; however, the most frequent form of payment is anticipated to be the government-wide commercial charge card for travel. Travel cards are approved and issued to travelers through their respective agency. Currently, Citibank and US Bank are the Government's card issuers. Additional information about the government-wide commercial charge card can be found at the GSA SmartPay® website https://smartpay.gsa.gov/content/state-tax-information.

Net billing is required. The Contractor shall honor the contract rate when presented/provided with the proper government-wide commercial charge card number or other authorized form of payment. In order to effectuate the recognition of contract rates at the point-of-sale, the current government-wide commercial charge cards use the following point-of-sale, the current government-wide commercial charge cards use the following 4-digit prefixes:

Travel		
Prefix (1st four Digits)	4614 - Visa 4615 - Visa 4486 - Visa 5565 - Mastercard 5568 - Mastercard	
6th Digit	0	GSA SmartPay Tax Advantage CBA by MCC
	1	IBA
	2-4	IBA
	5	Reserved
	6-9	CBA

The Contractor shall also have the capability of direct billing to an ordering agency as a form of

payment such as a purchase order.

The Government assumes no liability for payment of rooms booked by or on behalf of individual travelers or authorized users unless otherwise specified for direct billings between the Contractor and the ordering agency.

FBG-C-FSS-0001 LIABILITY AND INSURANCE – RENTED MOTOR VEHICLES (SEP 2019)

(a) The Government shall be responsible for loss of or damage to:

1. Motor vehicles rented under this contract, except for (i) normal wear and tear, (ii) loss or damage caused by the negligence of the Contractor, its agents, or employees, (iii) loss or damage covered by the motor vehicle manufacturer's warranty or loss or damage attributable to a manufacturing defect; (iv) Car Sharing Services; and

2. Property of third persons, or the injury or death of third persons, if the Government is liable for such loss, damage, injury, or death under the Federal Tort Claims Act (28U.S.C. 2671-2680).

(b) The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees.

(c) The Contractor shall provide and maintain insurance covering its liabilities under paragraph (b) of this clause in accordance with the Contractor's commercial practice but in amounts of at least $200,000 per person and $500,000 per occurrence for death or bodily injury and $20,000 per occurrence for property damage or loss.

(d) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies.

(e) The contract price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause except for Car Sharing Services. See Specific Requirements Liability and Insurance Section 6(e) above.

(f) The Government shall not be responsible for any loss or damage to any motor vehicles used in Car Sharing Services.

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) *Definitions.* As used in this clause —

“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).

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* 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 Federal Acquisition Regulation 4.2104.

(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), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) *Definitions*. As used in this provision —

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in clause 52.204-25, *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*.

(b) *Prohibition*. 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. Contractors are not prohibited 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.

(c) *Representation*. The Offeror represents that —

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.

(d) *Disclosures*. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer:

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, 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).

I-FSS-972 PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)

(a) Definitions. *Concession*, as used in this solicitation, means a benefit, enhancement or privilege (other than a discount), which either reduces the overall cost of a customer's acquisition or encourages a customer to consummate a purchase. Concessions include, but are not limited to freight allowance, extended warranty, extended price guarantees, free installation and bonus goods.

Discount, as used in this solicitation, means a reduction to catalog prices (published or unpublished). Discounts include, but are not limited to, rebates, quantity discounts, purchase option credits, and any other terms or conditions other than concessions) which reduce the amount of money a customer ultimately pays for goods or services ordered or received. Any net price lower than the list price is considered a "discount" by the percentage difference from the list price to the net price.

(b) For each Special Item Number (SIN) included in an offer, the Offeror shall provide the information outlined in paragraph (c). Offerors may provide a single response covering more than one SIN, if the information disclosed is the same for all products under each SIN. If discounts and concessions vary by model or product line, offerors shall ensure that information is clearly annotated as to item or items referenced.

(c) Provide information described below for each SIN:

(1) Two copies of the offeror's current published (dated or otherwise identified) commercial descriptive catalogs and/or price list(s) from which discounts are offered. If special catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price lists shall include a statement indicating the special catalog or price list represent a verbatim extract from

the Offeror's commercial catalog and/or price list and identify the descriptive catalog and/or price list from which the information has been extracted.

(2) Next to each offered item in the commercial catalog and/or price list, the Offeror shall write the special item number (SIN) under which the item is being offered. Unless a special catalog or price list is submitted, all other items shall be marked "excluded," lined out, and initialed by the offeror.

(3) The discount(s) offered under this solicitation. The description of discounts offered shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether models/products can be combined within the SIN or whether SINs can be combined to earn discounts), blanket purchase agreement discounts, or purchase option credits. If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.

(4) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.

(5) If the Offeror is a dealer/reseller or the Offeror will use dealers to perform any aspect of contract awarded under this solicitation, describe the functions, if any, that the dealer/reseller will perform.

Note: Regulation I-FSS-972
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (MAY 2019)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

(b) Clauses.

X 552.203-71 Restriction on Advertising

Varies by Category, Subcategory and SIN 552.211-73 Marking

N/A 552.215-70 Examination of Records by GSA

X 552.215-72 Price Adjustment —Failure to Provide Accurate Information

Varies by Category, Subcategory and SIN 552.219-70 Allocation of Orders—Partially Set-Aside Items

N/A 552.228-70 Workers' Compensation Laws

X 552.229-70 Federal, State, and Local Taxes

X 552.232-23 Assignment of Claims

N/A 552.232-71 Adjusting Payments

Varies by Category, Subcategory and SIN 552.232-72 Final Payment

N/A 552.232-73 Availability of Funds

N/A 552.232-78 Payment Information

Varies by Category, Subcategory and SIN 552.237-71 Qualifications of Employees

N/A 552.242-70 Status Report of Orders and Shipments

N/A 552.246-76 Warranty of Pesticides

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (MAY 2019)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

Varies by Category, Subcategory and SIN 552.223-72 Hazardous Material Information

(b) Clauses.

Varies by Category, Subcategory and SIN 552.223-70 Hazardous Substances.

Varies by Category, Subcategory and SIN 552.223-71 Nonconforming Hazardous Material.

X 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

N/A 552.238-73 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped.

N/A 552.238-78 Identification of Products That Have Environmental Attributes.

52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)

(a) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.1001.

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988) 22.407(a)

The Contractor shall comply with the requirements of 29 CFR Part3, which are hereby incorporated by reference in this contract.

52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)

(a) *Definition*. "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation –

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at 52.222-6, *Construction Wage Rate Requirements* of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of the work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, *Construction Wage Rate Requirements*, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled –

(1) Construction Wage Rate Requirements;

(2) Contract Work Hours and Safety Standards-Overtime Compensation (if the clause is included in this contract);

(3) Apprentices and Trainees;

(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination-Debarment;

(9) Disputes Concerning Labor Standards;

(10) Compliance with Construction Wage Rate Requirements and Related Regulations; and

(11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014) 22.407(a)

All rulings and interpretations of the Construction Wage Rate Requirements and related statutes contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract.

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I-FSS-973 PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)

If eligible non-federal ordering activities are subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such activities. If eligible non-federal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in Federal Acquisition Regulation clause 52.232-25*, Prompt Payment*, or 52.212-4, *Contract Terms and Conditions—Commercial Items*, apply to such activities in the same manner as to Federal ordering activities.

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage!,* a menu-driven database system. The INTERNET address for GSA *Advantage!* is http://www.gsaadvantage.gov

SCHEDULE TITLE: IT Schedule 70

CONTRACT NUMBER: GS-35F-327GA

CONTRACT PERIOD: MARCH 28, 2017 TO MARCH 27, 2022

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov

CONTRACTOR: Samsara Networks, Inc
444 De Haro St
San Francisco, CA 94107

CONTRACTOR'S ADMINISTRATION SOURCE: orders@samsara.com

BUSINESS SIZE: Small

CUSTOMER INFORMATION:

1. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
132-8	Purchase of New Equipment
132-40	Cloud Computing Services

2. MAXIMUM ORDER*:

132-8	$500,000; per order
132-40	$500,000; per order

*If the best value selection places your order over the Maximum Order identified in this catalog/price list, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: $100

4. GEOGRAPHIC COVERAGE: Domestic, 50 States, DC, Puerto Rico and US Territories.

5. POINT(S) OF PRODUCTION: USA, Taiwan

6. DISCOUNT FROM LIST PRICES: 5-40% DEPENDING ON SKU

For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded into GSA Advantage), the contractor should deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). Current IFF rate is 0.75%.

7. QUANTITY DISCOUNT(S): None

8. PROMPT PAYMENT TERMS: None

9.a. Government Purchase Cards are accepted at or below the micro-purchase threshold.

9.b. Government Purchase Cards are accepted above the micro-purchase threshold.

10. FOREIGN ITEMS: None.

11a. TIME OF DELIVERY: 30 DAYS

11b. EXPEDITED DELIVERY: CONTACT COMPANY ADMINSTRATOR

11c. OVERNIGHT AND 2-DAY DELIVERY: CONTACT COMPANY ADMINSTRATOR

11d. URGENT REQUIRMENTS: CONTACT COMPANY ADMINSTRATOR

12. FOB POINT: Destination

13a. ORDERING ADDRESS: Same as Contractor's address.

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. PAYMENT ADDRESS: Same as Contractor's address.

15. WARRANTY PROVISION: Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty.

16. EXPORT PACKING CHARGES: Not applicable.

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: Accepted at or below and above the micro-purchase level.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for EIT: N/A

25. DUNS NUMBER: 079893767

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT: Contractor has an active registration in SAM.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT(SPECIAL ITEM NUMBER 132-8)

1. MATERIAL ANDWORKMANSHIP
All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER
Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.
For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT
FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

The equipment provided under this contract is self- installable. Installation guides are included with each Samsara purchase or can be found at https://www.samsara.com/products/models.

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 132-8 or SIN 132-9.

b. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.
c.

5. INSPECTION/ACCEPTANCE
The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY
a. If you are experiencing technical issues, please contact Samsara support. Contact information can be found at www.samsara.com/support. Samsara stands behind its products. VG and GW series gateways, and CM series Camera Modules, come with a five year warranty. Other hardware products come with a one year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, hardware exhibiting material defects will be replaced. To request a return materials authorization (RMA), please contact Samsara support. If your RMA request is approved, Samsara will email you an RMA number and a return shipping label free of charge. We will ship replacement units within five business days of receiving your defective units. If no trouble is found, we will contact you before taking further action.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

7.PURCHASE PRICE FOR ORDERED EQUIPMENT
The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT
When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the

Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

SIN	MFR PART NO	PRODUCT NAME	GSA OFFER PRICE
132-8	ACC-2A12-WW	Worldwide 12V AC/DC Adapter	$27.55
132-8	ACC-AGPS	External GPS antenna	$27.55
132-8	ACC-BJ1708-Y1	J1708 diagnostics harness with type 1 Y-splitting cable	$46.55
132-8	ACC-BJ1939-2Y1	J1939-2 diagnostics Y-splitting harness with screw mount (201	$46.55
132-8	ACC-BJ1939-2Y2	J1939-2 diagnostics Y-splitting harness with jam mount (2016+)	$46.55
132-8	ACC-BJ1939-VM	J1939 diagnostics Y-splitting harness for Volvo OBDII Connector	$46.55
132-8	ACC-BJ1939-Y1	J1939 diagnostics harness with type 1 Y-splitting cable	$46.55
132-8	ACC-BJ1939-Y2	J1939 diagnostics harness with type 2 Y-splitting cable	$46.55
132-8	ACC-BOBDII-Y1	OBD II (J1962) diagnostics harness with type 1 Y-splitting cable	$46.55
132-8	ACC-BOBDII-Y2	OBD II (J1962) diagnostics harness with type 2 Y-splitting cable	$46.55
132-8	ACC-BPC	Direct-wire non-diagnostic power cable	$46.55
132-8	ACC-CT-1500A	1500 Amp Current Transformer	$379.05
132-8	ACC-CT-200A	200 Amp Current Transformer	$46.55
132-8	ACC-CT-3000A	3000 Amp Current Transformer	$474.05
132-8	ACC-CT-400A	400 Amp Current Transformer	$94.05
132-8	ACC-CT-800A	800 Amp Current Transformer	$189.05
132-8	ACC-DRIVERID	Driver ID Token	$9.49
132-8	ACC-NONDIAG	Non-Diagnostic Vehicle Cable	$46.55
132-8	CBL-AG-A7WY	AG 7- Way Trailer Cable Harness	$46.55
132-8	CBL-AG-APWR	AG Non-Trailer Power Cable Harness	$46.55
132-8	CBL-AG-ARFR	AG Reefer Trailer Cable Harness	$236.55
132-8	HW-AG15	Trailer Tracking Asset Gateway	$235.83
132-8	HW-AG24	Asset Gateway	$236.55
132-8	HW-AG41	Unpowered Asset Gateway	122.55
132-8	HW-CM12	Internet-Connected Front Facing Dash Camera	$189.05
132-8	HW-CM22	Internet-Connected Dual Facing Dash Camera	$331.55
132-8	HW-EM21	Wireless Environmental Monitor	$94.05
132-8	HW-EM22	Wireless Monitor with Temperature Probe	$132.05
132-8	HW-GW22	Industrial IoT Gateway	$472.60
132-8	HW-IM31	4-20mA Analog Input Module	$94.05
132-8	HW-IM32	0-30V Analog Input Module	$94.05
132-8	HW-IM33	Discrete Voltage-Sensing Input Module	$94.05
132-8	HW-VG34	Vehicle IoT Gateway	$94.05
132-8	HW-IG11	Industrial IoT Gateway	$1,899.05

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF CLOUD COMPUTING SERVICES (SPECIAL ITEM NUMBER 132-40)

NOTE: This new SIN presents a clear way for Contractors to provide cloud computing services according to NIST definitions and principles within the scope of today's technology and standards with a secondary goal of accommodating ongoing technical advances in cloud computing.

The prices, terms and conditions stated under Special Item Number (SIN) 132-40 Cloud Computing Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule.

This SIN provides ordering activities with access to technical services that run in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Services relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs.

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other IT Schedule 70 SINs (e.g. 132-51).

132-40	LIC-AG2-ENT	1-Month License for Asset Gateways	$14.25
132-40	LIC-AG4-ENT	1-Month License for Unpowered Asset Gateways	$8.55
132-40	LIC-EM-ENT	1-Month License for Environmental Monitors	$4.75
132-40	LIC-IG-ENT	1-Month License for Industrial IoT Gateways	$15.83
132-40	LIC-HM-ENT	1-Month License for Input Modules	$4.75
132-40	LIC-VG-ENT	1-Month License for Vehicle IoT Gateways	$31.67
132-40	LIC-CM2-ENT	1-Month License for Dual-Camera Dash Cam	$47.50
132-40	LIC-CM1-ENT	1-Month License for Front Facing Dash Cam	$31.67

ORIGINAL

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **Samsara Networks, Inc. 1990 Alameda St., 5th Floor, San Francisco, CA 94103** (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. 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 GSA: IT Schedule 70, Samsara Networks for the Purchases of New Equipment (SIN# 132-8) and Cloud Computing Services (SIN# 132-40) said contract being identified as: GSA Federal Supply Schedule Contract No. GS-35F-327GA (referred to as the "original government contract").

2. The original government contract (attached as Exhibit A to this Contract) and the Samsara terms of service located at https://www.samsara.com/terms-of-service (the "**Samsara Terms of Service**") are incorporated herein by reference to this Contract. All of the terms and conditions set out in the Exhibit A and the Samsara Terms of Service are fully binding on the parties.

3. 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:

This Agreement shall commence effective the latest date of signature by and between mutual parties, Samsara Networks Inc. (CONTRACTOR) and the City of Cocoa (CITY). The term of this multi-year agreement will terminate on March 27, 2022.

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 FDOT, 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 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:

N/A

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.

Entered this 17th day of December 2020

Adam Eltoukhy, General Counsel

(Print Name / Title)

A. Eltoukhy

(Signature)

December 17, 2020

(Date)

CITY OF COCOA

By:_____, 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:_____, Mayor (For purchases in excess of the City Manager's purchase order authority).

_____

Attested By: -- City Clerk

Legislation Details (With Text)

File #:	21-133	**Version:**	1	**Name:**	January, 2021 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/3/2021			**In control:**	City Council
On agenda:	2/23/2021			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 1/31/2021. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.20 thru 1.31.21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	February 3, 2021
Agenda Date:	February 23, 2021
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Heath Hancher, Purchasing Manager

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 1/31/2021.

BACKGROUND:

The following reports for the period October 01, 2020 through January 31, 2021 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.

powered by Legistar™



Purchase Order Approvals 10-01-20 thru 1-31-21

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 27

City Manager = 14

City of Cocoa CRA Board = 0

City Council = 13

Purchase Order Approvals 10-01-20 thru 1-31-21
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77192	10/23/2020	Insource Software Solutions	$ 35,177.43	10/23/2020	Stockton Whitten
77194	10/23/2020	MCCI, LLC	$ 36,775.15	10/23/2020	Stockton Whitten
77214	10/23/2020	Brev Cty Emergency Management	$ 41,830.00	10/23/2020	Stockton Whitten
77274	11/4/2020	G4S Secure Solutions	$ 49,100.00	11/3/2020	Stockton Whitten
77275	11/4/2020	Axon Enterprises	$ 49,902.00	11/3/2020	Stockton Whitten
77288	11/4/2020	Frank-Lin Services of Brevard	$ 45,000.00	11/3/2020	Stockton Whitten
77301	11/4/2020	Garganese,Weiss,D'Agresta	$ 35,000.00	11/3/2020	Stockton Whitten
77311	11/4/2020	Glover Oil Company	$ 35,250.00	11/3/2020	Stockton Whitten
77258	11/3/2020	United Self Insured Services	$ 50,000.00	11/3/2020	Stockton Whitten
77494	12/7/2020	Kirwin Norris PA	$ 50,000.00	12/1/2020	Stockton Whitten
77600	1/6/2021	Underwater Solutions Inc	$ 45,150.00	12/29/2020	Stockton Whitten
77601	1/6/2021	DMD Consultants Inc	$ 49,966.00	12/29/2020	Stockton Whitten
77602	1/6/2021	Infrastructure Solution Services	$ 39,918.00	12/29/2020	Stockton Whitten
77653	1/20/2021	Online Soutions LLC	$ 48,600.00	1/20/2021	Stockton Whitten

14 Purchase Order Approved by City Manager

Prepared by Purchasing 2/3/2021

Purchase Order Approvals 10-01-20 thru 1-31-21
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 **Purchase Order Approved by CRA**

Prepared by Purchasing 2/3/2021

Purchase Order Approvals 10-01-20 thru 1-31-21
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77013	10/6/2020	Tanner Industries	$ 49,000.00	9/23/2020	City Council
77020	10/6/2020	Fort Bend Services	$ 42,000.00	9/23/2020	City Council
77089	10/13/2020	Florida Power & Light	$ 45,000.00	9/23/2020	City Council
77115	10/13/2020	Verizon Wireless	$ 40,765.00	9/23/2020	City Council
77116	10/13/2020	Verizon Wireless	$ 36,821.00	7/24/2012	City Council
77136	10/15/2020	Florida Power & Light	$ 48,000.00	9/23/2020	City Council
77143	10/15/2020	Florida Power & Light	$ 46,000.00	9/23/2020	City Council
77251	11/3/2020	Lisa Cullen Tax Collector	$ 36,960.00	4/24/2018	City Council
77438	11/23/2020	Bright House Networks	$ 49,000.00	10/27/2020	City Council
77492	12/7/2020	Infrastructure Solution Services	$ 48,993.00	1/23/2019	City Council
77493	12/7/2020	Infrastructure Solution Services	$ 49,748.00	1/23/2019	City Council
77652	1/20/2021	Trane (Maitland)	$ 41,796.00	12/4/2020	City Council
77654	1/20/2021	FL Dept of Corrections	$ 43,122.75	10/27/2020	City Council

13 **Purchase Order Approved by City Council**

Prepared by Purchasing 2/3/2021

Legislation Details (With Text)

File #:	21-147	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/9/2021			**In control:**	City Council
On agenda:	2/23/2021			**Final action:**	
Title:	Fire Incident Summary Report for January 2021 (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Request for Service by Type - January 2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 9, 2021
Agenda Date: February 23, 2021
Prepared By: Samuel Byrd, Deputy Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for January 2021.

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Rescue Department for the month of January.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Information Only

powered by Legistar™

ANALYTICS
Total Record Volume By Incident Type

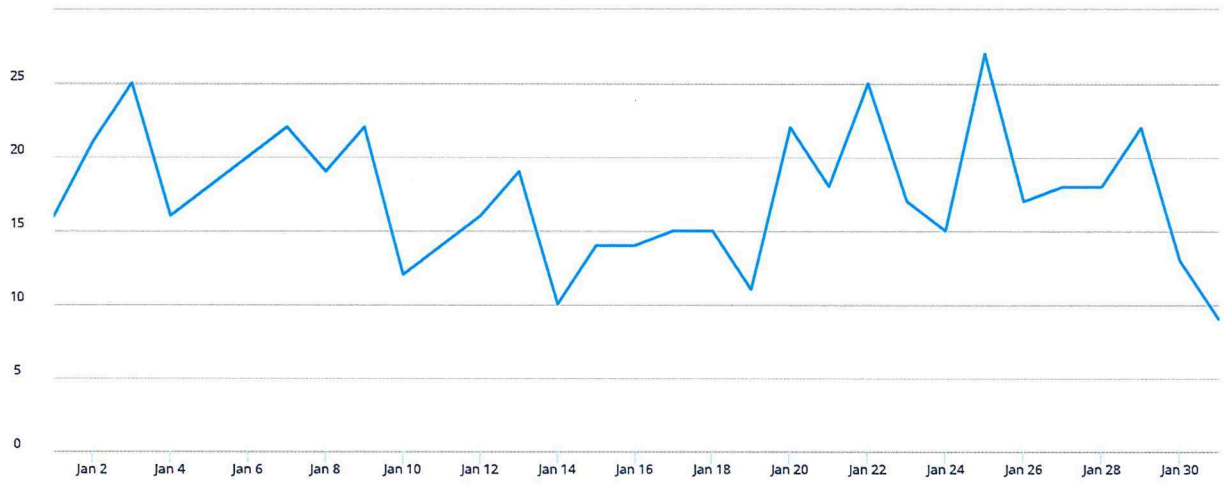
Previous Month | Jan 1, 2021 - Jan 31, 2021

38%
FIRE
Percentage of Total Incidents

62%
EMS
Percentage of Total Incidents

540
INCIDENTS
In Selected Time Slice

31
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	1/3/21	1/10/21	1/17/21	1/24/21	1/31/21	2/7/21	2/14/21	2/21/21	2/28/21	3/7/21	3/14/21	3/21/21	3/28/21	Total
(11) Structure Fire		3	1	2	1									7
(13) Mobile property (vehicle) fire		1												1
(14) Natural vegetation fire					1									1
(15) Outside rubbish fire		1			2									3
(30) Rescue, emergency medical call (EMS), other	10	3	7	2	10									32
(31) Medical assist	1	1	7	2										11
(32) Emergency medical service (EMS) incident	36	66	49	68	75									294
(34) Search for lost person		1												1
(35) Extrication, rescue				1										1
(44) Electrical wiring/equipm. problem		1		2	1									4
(50) Service call, other			2	1										3
(51) Person in distress					2									2
(54) Animal problem or rescue				1										1
(55) Public service assistance	4	18	6	9	6									43
(56) Unauthorized burning				1										1

Week Ending	1/3/21	1/10/21	1/17/21	1/24/21	1/31/21	2/7/21	2/14/21	2/21/21	2/28/21	3/7/21	3/14/21	3/21/21	3/28/21	Total
(60) Good intent call, other		1												1
(61) Dispatched and canceled en route	8	24	17	22	11									82
(62) Wrong location, no emergency found	1	3	1	1	5									11
(63) Controlled burning				2										2
(65) Steam, other gas mistaken for smoke		1			1									2
(70) False alarm and false call, other		2	6	3	4									15
(73) System or detector malfunction		1		1	1									3
(74) Unintentional system/detect... operation (no fire)	2	2	6	5	4									19
Total	62	129	102	123	124									540

Legislation Details (With Text)

File #:	21-149	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/11/2021			**In control:**	City Council
On agenda:	2/23/2021			**Final action:**	
Title:	Report to Council of the Local Preference Award Listing for FY20. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cover Memo_Sealed Bid Local Vendor Award Listing FY20.pdf Local Vendor Preference Award Listing FY20.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	February 11, 2021
Agenda Date:	February 23, 2021
Prepared By:	Heath Hancher, Purchasing Manager
Through:	Rebecca Bowman, MBA, CGFO, CGFO, Finance Director

Requested Action:
Report to Council of the Local Preference Award Listing for FY20.

BACKGROUND:

The City utilizes Vendor Link as its bidding platform, which provides increased reach to registered local, regional, state, and national vendors.

During FY20, the Purchasing Division published a total of 21 competitive sealed bid solicitations awarding four (4) contract agreements to local vendors. Bids were evaluated based upon completeness of bid package, responsiveness of bidder, lowest most responsible pricing, deliverable and past performance.

Based on the results of bid evaluations and utilizing a 5% local vendor preference, there was only one bid where a local vendor submitted a bid within 5% of the lowest bidder which would have allowed the local vendor to match the lowest bid. Although both vendors were local, only one vendor was the lowest bidder, but a bid protest occurred and City Council awarded the bid to a different company. The bids were within 4% of each other.

In comparison of bids, the local vendor preference did not provide substantial enough impact on pricing to fairly sway the other awarded bids.

The attached summary of local vendor awards is provided for reference.

SUMMARY

Local vendor preference will continue to be utilized per the Finance Operations Manual Sec. 2-4 for competitively sealed bid solicitations by use of Vendor Link, Public Ad - Florida Today and the City's website.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

City Council approved Ordinance 26-2019 on the second & final reading on January 8, 2020, which increased the local preference threshold to 5%, required a local business to match the lowest bid as a condition of receiving local preference and required the City Manager to provide an annual report to Council in order to allow the Council to regularly evaluate the effectiveness of the local preference policy.

RECOMMENDED MOTION:

Report to Council of the Local Preference Award Listing for FY20

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

February 11, 2021

Subject: Agenda # 21-149, Local Vendor Sealed Bid Awards FY20

This cover memo is to support the evaluation and selection of local vendors during FY20 for the City of Cocoa. During FY20, there were a total of 21 solicitations and four (4) local vendors selected as depicted within the FY20 Local Vendor Award Listing.

Purchasing utilized a 5% local vendor preference incentive during the evaluation of bid submittals, however the calculated results did not provide benefit due to pricing analysis conducted. Therefore, the lowest, most responsive, and responsible vendors were selected for projects resulting in 17 of the 21 solicitations being awarded to vendors outside the local area.

The Purchasing Division continues to encourage local and small business enterprises in effort to increase local vendor participation and supplier diversity on all current and future bids the City publishes. Public bids are published for a minimum of 30 calendar days and advertised in three manners:

1. Florida Today: Legal Ad
2. Vendor Link (http://www.myvendorlink.com)
3. City's Website: Purchasing Division > Current Bid Opportunities

Should there be any questions pertaining to the City's bidding process and procedures please contact the undersigned at hhancher@cocoafl.org or phone: 321-433-8833.

Heath C. Hancher PmP, CPPM
Purchasing / Contracts Division Manager

Local Preference Award Listing FY 2020

Bid #	Bid Description	Awarded Vendor	Location	Awarded Price	Council Approval	Purchase Order #	Competing Vendor	Location	Competing Price
B-20-04-COC	LS # 2 Panel Rehabilitation	Parkit Construction	Melbourne, FL	$ 148,000.00	9/13/2019	75641	Sole Bidder	N/A	N/A
B20-08-COC	LAP Sidewalk Improvement	Parkit Construction	Melbourne, FL	$ 187,095.42	9/13/2019	76438	Boromei Construction	Ockeechobee, FL	$ 306,138.00
Q-20-08-COC	Riverfront Promenade Overlook	Rush Marine LLC	Titusville, FL	$ 989,618.00	1/30/2020	76074	Canaveral Construction Co	Mims, FL	$ 952,909.00
B-21-01-COC	Dyal WTP Sludge Demo	Frank_Lin Services of Brevard	Melbourne, FL	$ 45,000.00	9/21/2020	77288	Environmental Holdings Group	Tampa, FL	$ 68,530.00

Legislation Details (With Text)

File #:	21-150	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/11/2021			**In control:**	City Council
On agenda:	2/23/2021			**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:	CM-Change Orders 1-31-21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 11, 2021
Agenda Date: February 23, 2021
Prepared By: Lora Howell, Deputy Finance Director
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, 2021. 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.

FY2021 Change Orders - CM authorized to execute

applied to contingency | as of: 1/31/2021

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
	Op. Rev.	65,332.00	12-11-2019 &1/12/2021 Res. For Contingency	21-001							
	Project Manager:	3,064.00	contingency and other costs authorized								
	account # 421-4020-536.46-00	68,396.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	CE Power Solutions of Florida			FY2021	39968	65,332.00				$ 61,276.00	
	Contractor PO# 75893.										
		3,064									
	Op. Rev.	106,260.00	12/8/2020	20-253							
	Project Manager:	9,660.00	contingency and other costs authorized								
	account # 001-1600-513.56-15	96,600.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Citizenserve			FY2021							
	Contractor PO#										
		9,660									
WS21FM											
	Op. Rev.	256,410.00	12/8/2020	20-250							
	Project Manager:	23,310.00	contingency and other costs authorized								
	account # 421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00		
	Contractor PO# 77555										
		23,310									
WS1404											
	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	FY20 cum	FY21 cum		
	Integrated Fire and Security Solutions			FY2021							
	Contractor PO#										
		237,845									
PW08SP											
	Op. Rev.	300,000.00	10/13/2020	2020-215							
	Project Manager:	14,089.21	contingency and other costs authorized								
	account # 001-3510-541.63-00	285,910.79	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	VA Paving Inc.			FY2021	42091	285,910.79					
	Contractor PO# 77532										
		14,089									
PW20SW											
	Op. Rev.	195,928.62	4/8/2020	2020-138							
	Project Manager: Frank Mirabito	8,833.00	contingency and other costs authorized								
	account # 001-3510-541.63-04	187,095.62	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Parkit Construction, Inc.			FY2020	40686	187,095.62	$ 152,089.81		$ 152,089.81		$ 70,590.82
	Contractor PO# PO# 76438			CO#1	41170	(19,230.30)					
				CO#2	41314	14,076.00					
				CO#4	41827	(29,851.51)					
		8,833	^contingency balance-->(And other costs)								
SW20RC											
	Op. Rev.	217,415.00	4/8/2020	2020-135							
	Project Manager: Abigail Morgan	19,765.00	contingency and other costs authorized								
	account # 423-3570-538.46-00	197,650.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	C&D Construction			FY2020	40824	197,650.00	$ 217,095.00	$ 217,095.00			$ 214,095.00
	Contractor PO# PO# 76547		*CO#1*	FY2020	41417	19,445.00					
		320	^contingency balance-->(And other costs)								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
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	FY20 cum	FY21 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-->								
WS1222	BNR Process Improvements										
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083							
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized								
		2,753,375.93	constr' exp authorized before contingency								
				2018-083							
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037							
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order								
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00 64-00	Cumulative	FY20 cum	FY21 cum		
	Brandes Design-Build. Inc. FY2013 PO# 62086										
	Bid No. B-13-11-COC										
	Brandes Design-Build. Inc. FY2014 PO# 62605			FY2013	22658	1,250,550.00 1,528,450.00	2,779,000.00				
	Brandes Design-Build, Inc. FY2015 PO# 64940		FY13 Year-End PO Liquidation			(1,200,550.00) (1,528,450.00)					
			FY14 PO Reissue	FY2014	23304	1,200,550.00 1,528,450.00	2,779,000.00				
	Brandes Design-Build. Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29	2,801,776.29				
	CDM Smith FY2016 PO# 67329 + 67528 + 67529		FY14 Year-End PO Liquidation			(728,344.56)	2,073,431.73				
	JoBear Contracting FY2016 PO# 68561		FY15 PO Reissue	FY2015	26276	728,344.56	2,801,776.29				
			CO #2 Exploratory excavation		26423	11,040.00	2,812,816.29				
					26917	10,200.00	2,823,016.29				
	Brandes FY2017 PO# 69615 / FY2018 PO#71959		CO #3 Cable Tray		27079	5,978.14	2,828,994.43				
			CO #4 to Remove Sludge		27209	10,000.00	2,838,994.43				
	CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534		*FY15 Year End PO Liquidation*			(79,836.05)	2,759,158.38				
			FY16 PO Issue	FY2016	29212	79,836.05	2,838,994.43				
					29249	32,800.00	2,871,794.43				
			CO#1		29329	(5,000.00)	2,866,794.43				
			CO#2		29212	4,151.50	2,870,945.93				
			CO#3		29905	5,327.32	2,876,273.25				
			CO#4		30046	(5,327.32)	2,870,945.93				
			Jobear P.O. 68561		30751	100,378.50	2,971,324.43				
			FY16 Liquidated		30751	(83,785.50)	2,887,538.93				
	SISCO FY2016 PO# 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16	2,892,624.09				
			FY16 Year End PO Liquidation			(34,482.06)	2,858,142.03				
			FY17PO#69615 Brandes	FY2017	31932	33,812.06	2,891,954.09				
			PO# 69522 CDM Smith		31954	670.00	2,892,624.09				
			PO# 69522 CDM Smith		32776	13,250.00	2,905,874.09				
						(33,812.06)	2,872,062.03				
						(13.25)	2,872,048.78				
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25	2,872,062.03				
			CO#1 PO#69522 CDM Smith		34650	36,340.00	2,908,402.03				
			CO#2 CDM SMITH		34520	86,975.40					
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06	$ 2,942,214.09				
			CO#1		36547	11,430.00	$ 2,953,644.09				
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00	$ 76,000.00				
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete					
		341,480	^contingency balance--> for Brandes Design-Build								
		10,000	^contingency balance--> for Maxwell Contracting								

Legislation Details (With Text)

File #:	21-151	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/11/2021			**In control:**	City Council
On agenda:	2/23/2021			**Final action:**	
Title:	FY 2021 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	January FY 2021 EXPENSE Budget Tracking Worksheet.pdf January FY 2021 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 11, 2021
Agenda Date: February 23, 2021
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2021 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 2021 thru January 31, 2021.

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 2021 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 1/31/2021

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment			Group #
1100 - CITY MANAGER'S OFFICE						
11/10/20	001-1100-512.24-00	6	COVID 19 PAYOUTS	RES# 2020-235		558
	001-1100-512.22-00	27				
	001-1100-512.21-00	271				
	001-1100-512.12-12	3,532				
11/17/20	001-1100-512.31-00	20,000	R/O PO #76365 Nat Res	RES# 2020-245		625
2 Budget Amendments/Transfers				Division 1100 Total	$23,836	
1103 - INFORMATION TECHNOLOGY						
11/10/20	001-1103-516.24-00	7	COVID 19 PAYOUTS	RES# 2020-235		558
	001-1103-516.22-00	170				
	001-1103-516.21-00	297				
	001-1103-516.12-12	3,878				
11/17/20	001-1103-516.63-00	45,897	R/O PO #76452 Danella Con	RES# 2020-245		625
	001-1103-516.63-00	13,795	R/O PO#76802 Danella Con	RES# 2020-245		625
01/26/21	001-1103-516.40-00	(759)	ADD FNDS CODE ENF MODULE			1543
	001-1103-516.34-00	759				
4 Budget Amendments/Transfers				Division 1103 Total	$64,044	
1500 - FINANCE GENERAL ACCOUNTNG						
11/10/20	001-1500-513.24-00	11	COVID 19 PAYOUTS	RES# 2020-235		558
	001-1500-513.21-00	472				
	001-1500-513.12-12	6,161				
1 Budget Amendments/Transfers				Division 1500 Total	$6,644	
1510 - FINANCE UTILITY ACCOUNTNG						
11/10/20	001-1510-536.24-00	7	COVID 19 PAYOUTS	RES# 2020-235		558
	001-1510-536.22-00	16				
	001-1510-536.21-00	283				
	001-1510-536.12-12	3,688				
12/08/20	001-1510-536.46-00	5,923	UTIL PAY KIOSK -CITY HALL	RES# 2020-249		904
	001-1510-536.64-15	56,127				
2 Budget Amendments/Transfers				Division 1510 Total	$66,044	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1600 - GENERAL OPERATIONS					
10/14/20	001-1600-513.39-00	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
10/27/20	001-1600-513.31-33	(54,153)	BENTEK BROKER CONSULT FEE		281
	001-1600-513.56-15	(35,006)			
	001-1600-513.31-00	89,159			
	001-1600-513.39-00	(16,600)	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
11/05/20	001-1600-513.48-00	(900)	ASSIGN AD BUDG PROJ #S		405
	001-1600-513.48-00	900			
11/10/20	001-1600-513.39-00	(10,426)	COVER INCR PD PATROL CARS RES# 2020-238		544
	001-1600-513.39-00	(200,000)	COVID 19 PAYOUTS RES# 2020-235		558
	001-1600-513.39-00	(132,703)			
	001-1600-581.91-03	4,083			
11/16/20	001-1600-513.31-33	(197,955)	ASSIGN AD BUDG PROJ #S		405
	001-1600-513.52-33	(100,548)			
	001-1600-513.52-33	100,548			
	001-1600-513.31-33	197,955			
12/08/20	001-1600-513.31-00	12,000	CAFR CONVERSION SOFTWARE RES# 2020-249		904
01/12/21	001-1600-513.56-15	7,750	CLEARGOV GEN FUND PORTION RES# 2021-003		1279
	001-1600-513.42-00	999	IM SOL FY20 PO ROLL 76865 RES# 2021-003		1279
	001-1600-513.55-00	1,140			
	001-1600-513.31-00	31,725			
	001-1600-513.52-00	40,833			
	001-1600-513.31-00	96,000	INFO TECH RES PO 76923 RES# 2021-003		1279
	001-1600-513.31-00	11,000	THALES CONS FY20 PO 76869 RES# 2021-003		1279
01/26/21	001-1600-513.83-01	85,000	COCOA HS TRACK IMP DONATE RES# 21-005		1466
13	Budget Amendments/Transfers			Division 1600 Total ($160,827)	
1601 - EMERGENCY/DISASTER SVS					
01/12/21	001-1601-525.64-00	37,000	DECON UNITS COVID RESP RES# 2021-003		1279
1	Budget Amendments/Transfers			Division 1601 Total $37,000	
1801 - HUMAN RESOURCES					
11/10/20	001-1801-513.24-00	8	COVID 19 PAYOUTS RES# 2020-235		558
	001-1801-513.22-00	314			
	001-1801-513.21-00	359			
	001-1801-513.12-12	4,689			
1	Budget Amendments/Transfers			Division 1801 Total $5,370	
1805 - CITY CLERK					
11/10/20	001-1805-513.24-00	3	COVID 19 PAYOUTS RES# 2020-235		558
	001-1805-513.22-00	17			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	001-1805-513.21-00	123	COVID 19 PAYOUTS RES# 2020-235		558
	001-1805-513.12-12	1,607			
1	Budget Amendments/Transfers		Division 1805 Total	$1,750	
2100 - POLICE ADMIN/OPERATIONS					
10/13/20	001-2100-521.46-03	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION		125
	001-2100-521.52-14	16,617	JAG GRANT CAMERAS RES # 20-213		124
11/05/20	001-2100-521.64-00	(352,824)	ASSIGN AD BUDG PROJ #S		405
	001-2100-521.52-00	(147,890)			
	001-2100-521.44-00	(79,692)			
	001-2100-521.34-00	(51,308)			
	001-2100-521.49-21	(20,000)			
	001-2100-521.40-00	(14,508)			
	001-2100-521.55-00	(13,178)			
	001-2100-521.56-15	(12,014)			
	001-2100-521.46-00	(9,130)			
	001-2100-521.54-00	(6,310)			
	001-2100-521.41-00	(5,825)			
	001-2100-521.47-00	(5,625)			
	001-2100-521.46-03	(2,650)			
	001-2100-521.48-00	(500)			
	001-2100-521.42-00	(330)			
	001-2100-521.51-00	(250)			
	001-2100-521.56-15	26			
	001-2100-521.56-15	58			
	001-2100-521.54-00	80			
	001-2100-521.54-00	100			
	001-2100-521.47-00	120			
	001-2100-521.52-00	120			
	001-2100-521.55-00	120			
	001-2100-521.54-00	150			
	001-2100-521.51-00	250			
	001-2100-521.54-00	260			
	001-2100-521.54-00	265			
	001-2100-521.47-00	283			
	001-2100-521.42-00	330			
	001-2100-521.56-15	410			
	001-2100-521.55-00	495			
	001-2100-521.46-03	500			
	001-2100-521.48-00	500			
	001-2100-521.41-00	501			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.52-00	633	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.47-00	750		
	001-2100-521.47-00	875		
	001-2100-521.40-00	981		
	001-2100-521.46-03	1,000		
	001-2100-521.52-00	1,000		
	001-2100-521.41-00	1,004		
	001-2100-521.52-00	1,015		
	001-2100-521.55-00	1,020		
	001-2100-521.34-00	1,055		
	001-2100-521.46-03	1,150		
	001-2100-521.52-00	1,150		
	001-2100-521.47-00	1,283		
	001-2100-521.40-00	1,352		
	001-2100-521.52-00	1,431		
	001-2100-521.40-00	1,458		
	001-2100-521.52-00	1,473		
	001-2100-521.55-00	1,998		
	001-2100-521.52-00	2,174		
	001-2100-521.47-00	2,314		
	001-2100-521.40-00	2,325		
	001-2100-521.52-00	2,361		
	001-2100-521.40-00	2,500		
	001-2100-521.54-00	2,500		
	001-2100-521.54-00	2,955		
	001-2100-521.52-00	3,440		
	001-2100-521.41-00	4,320		
	001-2100-521.46-00	4,430		
	001-2100-521.55-00	4,515		
	001-2100-521.46-00	4,700		
	001-2100-521.52-00	4,751		
	001-2100-521.52-00	4,770		
	001-2100-521.55-00	5,030		
	001-2100-521.40-00	5,892		
	001-2100-521.52-00	5,952		
	001-2100-521.52-00	6,144		
	001-2100-521.52-00	7,392		
	001-2100-521.52-00	7,753		
	001-2100-521.44-00	7,800		
	001-2100-521.52-00	8,514		
	001-2100-521.52-00	9,114		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.64-00	9,582	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.52-00	10,744		
	001-2100-521.52-00	11,088		
	001-2100-521.56-15	11,520		
	001-2100-521.44-00	17,670		
	001-2100-521.49-21	20,000		
	001-2100-521.52-00	22,578		
	001-2100-521.64-00	24,742		
	001-2100-521.52-00	34,293		
	001-2100-521.34-00	50,253		
	001-2100-521.44-00	54,222		
	001-2100-521.64-00	318,500		
11/10/20	001-2100-521.52-00	(278)	COVER COSTS AFIS LIVESCAN RES# 2020-239	556
	001-2100-521.64-00	278		
	001-2100-521.64-00	10,426	COVER INCR PD PATROL CARS RES# 2020-238	544
	001-2100-521.22-00	33	COVID 19 PAYOUTS RES# 2020-235	558
	001-2100-521.24-00	1,109		
	001-2100-521.22-00	1,671		
	001-2100-521.21-00	2,565		
	001-2100-521.24-00	7,516		
	001-2100-521.13-00	8,584		
	001-2100-521.21-00	10,486		
	001-2100-521.22-01	21,265		
	001-2100-521.12-12	33,526		
	001-2100-521.12-00	121,153		
	001-2100-521.52-12	(16,980)	FY21 BPV GRANT 0410 RES# 2020-228	547
	001-2100-521.52-22	33,960		
	001-2100-521.23-00	(10,743)	RED FY21 VOCA GR AWARD RES# 2020-230	551
	001-2100-521.22-00	(7,257)		
	001-2100-521.21-00	(5,919)		
	001-2100-521.27-00	(4,800)		
	001-2100-521.12-00	(3,422)		
	001-2100-521.24-00	(132)		
	001-2100-521.64-00	(24,724)	TXFR VOCA MATCH TO PATROL RES# 2020-230	550
	001-2100-521.64-00	24,724		
11/16/20	001-2100-521.52-12	(16,980)	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.52-12	16,980		
12/22/20	001-2100-521.12-00	(1,345)	CORR NEG BAL PD ACCTS	1067
	001-2100-521.45-00	(150)		
	001-2100-521.49-00	150		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/22/20	001-2100-521.49-00	1,345	CORR NEG BAL PD ACCTS		1067
01/12/21	001-2100-521.64-00	53,574	DANA SAFETY EQ PO 76923 RES# 2021-003		1279
01/26/21	001-2100-521.49-21	(5,000)	ADDTNL NARCA FIRST RESPON		1543
	001-2100-521.52-00	5,000			
	001-2100-521.49-00	(1,345)	CORR DEC CLEANUP		1543
	001-2100-521.49-02	1,345			
14	Budget Amendments/Transfers		Division 2100 Total	$277,102	
2101 - POLICE COMMUNICATIONS					
11/05/20	001-2101-521.40-00	(8,413)	ASSIGN AD BUDG PROJ #S		405
	001-2101-521.34-00	(5,874)			
	001-2101-521.55-00	(1,000)			
	001-2101-521.54-00	(175)			
	001-2101-521.52-00	(150)			
	001-2101-521.52-00	150			
	001-2101-521.54-00	175			
	001-2101-521.55-00	1,000			
	001-2101-521.34-00	5,874			
	001-2101-521.40-00	8,413			
11/10/20	001-2101-521.24-00	7	COVID 19 PAYOUTS RES# 2020-235		558
	001-2101-521.24-00	72			
	001-2101-521.21-00	276			
	001-2101-521.21-00	1,962			
	001-2101-521.22-00	2,562			
	001-2101-521.12-12	3,602			
	001-2101-521.12-00	24,729			
12/22/20	001-2101-521.45-00	(225)	CORR NEG BAL PD ACCTS		1067
	001-2101-521.49-00	225			
3	Budget Amendments/Transfers		Division 2101 Total	$33,210	
2132 - CODE ENFORCEMENT					
11/10/20	001-2132-524.24-00	29	COVID 19 PAYOUTS RES# 2020-235		558
	001-2132-524.22-00	55			
	001-2132-524.21-00	84			
	001-2132-524.12-12	1,090			
12/22/20	001-2132-524.51-00	(300)	CORR NEG BAL PD ACCTS		1067
	001-2132-524.45-00	(45)			
	001-2132-524.49-00	45			
	001-2132-524.52-00	300			
2	Budget Amendments/Transfers		Division 2132 Total	$1,258	
2200 - FIRE ADMINISTRATION					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/27/20	001-2200-522.64-16	33,180	Firehouse Sub Grant Hydraulic Equipment		303
11/10/20	001-2200-522.24-00	150	COVID 19 PAYOUTS RES# 2020-235		558
	001-2200-522.21-00	221			
	001-2200-522.12-12	2,884			
01/26/21	001-2200-522.34-00	5,883	ADD FNDS / FIRE INSPECTOR		1543
3	Budget Amendments/Transfers		Division 2200 Total	$42,318	
2201 - FIRE OPERATIONS					
11/10/20	001-2201-522.24-00	1,567	COVID 19 PAYOUTS RES# 2020-235		558
	001-2201-522.21-00	2,309			
	001-2201-522.12-12	30,178			
11/16/20	001-2201-522.64-00	(45,000)	ASSIGN AD BUDG PROJ #S		405
	001-2201-522.64-00	10,000			
	001-2201-522.64-00	35,000			
01/26/21	001-2201-522.55-00	(5,883)	ADD FNDS / FIRE INSPECTOR		1543
3	Budget Amendments/Transfers		Division 2201 Total	$28,171	
3200 - ADMINISTRATION					
11/10/20	001-3200-515.24-00	11	COVID 19 PAYOUTS RES# 2020-235		558
	001-3200-515.22-00	209			
	001-3200-515.21-00	316			
	001-3200-515.12-12	4,119			
11/17/20	001-3200-515.31-00	17,425	R/O PO # 76297 S&ME RES# 2020-245		625
	001-3200-515.34-00	8,656	R/O PO #76172 Geosyntec RES# 2020-245		625
3	Budget Amendments/Transfers		Division 3200 Total	$30,736	
3205 - ECONOMIC DEVELOPMENT					
11/10/20	001-3205-559.24-00	2	COVID 19 PAYOUTS RES# 2020-235		558
	001-3205-559.21-00	89			
	001-3205-559.22-00	99			
	001-3205-559.12-12	1,154			
01/12/21	001-3205-554.83-10	54,741	CARES FUNDS #107-2020 RES# 2021-003		1279
2	Budget Amendments/Transfers		Division 3205 Total	$56,085	
3500 - ADMINISTRATION					
11/10/20	001-3500-519.24-00	1	COVID 19 PAYOUTS RES# 2020-235		558
	001-3500-519.21-00	22			
	001-3500-519.12-12	286			
01/26/21	001-3500-519.48-00	(100)	SOLID WASTE TRNG CLASS		1543
	001-3500-519.55-00	100			
2	Budget Amendments/Transfers		Division 3500 Total	$309	
3510 - STREET MANAGEMENT					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/05/20	001-3510-541.64-00	(70,000)	ASSIGN AD BUDG PROJ #S		405
	001-3510-541.46-00	(30,000)			
	001-3510-541.46-00	30,000			
	001-3510-541.64-00	70,000			
11/10/20	001-3510-541.46-00	(16,293)	AURORA ST SIDEWALK PROJ RES# 2020-236		555
	001-3510-541.63-00	16,293			
	001-3510-541.63-00	50,000			
	001-3510-541.21-00	52	COVID 19 PAYOUTS RES# 2020-235		558
	001-3510-541.24-00	70			
	001-3510-541.12-12	679			
11/16/20	001-3510-541.63-00	(300,000)	ASSIGN AD BUDG PROJ #S		405
	001-3510-541.63-00	300,000			
11/17/20	001-3510-541.46-00	58,161	R/O PO #75367 Goodson Pav RES# 2020-245		625
	001-3510-541.46-00	2	R/O PO #75368 Goodson Pav RES# 2020-245		625
	001-3510-541.63-04	7,750	R/O PO #76438 Parkit Con RESO #2020-245		625
	001-3510-541.46-00	1	R/P PO #76124 Goodson Pav RES# 2020-245		625
8	Budget Amendments/Transfers			Division 3510 Total $116,715	
3520 - PARKS & BEAUTIFICATION					
10/27/20	001-3520-572.34-09	16,600	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
11/05/20	001-3520-572.64-00	(17,000)	ASSIGN AD BUDG PROJ #S		405
	001-3520-572.64-00	17,000			
11/10/20	001-3520-572.21-00	280	COVID 19 PAYOUTS RES# 2020-235		558
	001-3520-572.24-00	372			
	001-3520-572.12-12	3,655			
	001-3520-572.31-13	25,000	FIND - BOAT RAMP REHAB RES# 2020-678		561
	001-3520-572.31-14	30,000	FIND - LEE WENNER DREDGE RES# 2020-677		560
	001-3520-572.31-14	30,000	FIND GRANT DREDGING RES# 2020-233		534
	001-3520-572.31-13	25,000	FIND GRANT LWP RAMP RES# 2020-232		536
12/08/20	001-3520-572.64-00	(14,879)	CORR PROJ # FOR MOWERS		870
	001-3520-572.64-00	14,879			
8	Budget Amendments/Transfers			Division 3520 Total $130,907	
3540 - PUBLIC WORKS- FLEET MAINT					
11/10/20	001-3540-519.24-00	73	COVID 19 PAYOUTS RES# 2020-235		558
	001-3540-519.21-00	199			
	001-3540-519.12-12	2,601			
11/16/20	001-3540-519.64-00	(10,000)	ASSIGN AD BUDG PROJ #S		405
	001-3540-519.64-00	10,000			
2	Budget Amendments/Transfers			Division 3540 Total $2,873	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3560 - FACILITY MANAGEMENT					
11/10/20	001-3560-519.24-00	224	COVID 19 PAYOUTS RES# 2020-235		558
	001-3560-519.21-00	439			
	001-3560-519.12-12	5,739			
11/16/20	001-3560-519.64-00	(173,500)	ASSIGN AD BUDG PROJ #S		405
	001-3560-519.64-00	34,500			
	001-3560-519.64-00	37,000			
	001-3560-519.64-00	45,000			
	001-3560-519.64-00	57,000			
01/12/21	001-3560-519.64-00	35,000	UNBUDG - PD FRONT GATE RES# 2021-003		1279
3 Budget Amendments/Transfers				Division 3560 Total $41,402	
3580 - CAPITAL PROJECTS MNGMT					
11/10/20	001-3580-519.24-00	4	COVID 19 PAYOUTS RES# 2020-235		558
	001-3580-519.22-00	46			
	001-3580-519.21-00	160			
	001-3580-519.12-12	2,088			
1 Budget Amendments/Transfers				Division 3580 Total $2,298	
79 Total Budget Amendments/Transfers			**GENERAL FUND**	**$807,245**	
3240 - HOUSING GRANTS					
11/17/20	103-3240-554.83-09	13,780	R/O PO # 76904 Cent Brev RESO #2020-234		625
	103-3240-554.83-00	348	R/O PO #76234 Green Leaf RES# 2020-245		625
	103-3240-554.83-00	8,308	R/O PO #76898 P Lynch Con RES# 2020-245		625
	103-3240-554.83-09	13,237	R/O PO #76903 Salv Army RES# 2020-245		625
	103-3240-554.83-09	13,780	R/O PO #76906 Comm Svcs RES# 2020-245		625
	103-3240-554.83-09	20,670	R/O PO #76938 Salv Army RES# 2020-245		625
	103-3240-554.83-09	20,670	R/O PO #76939 Cent Brev RES# 2020-245		625
12/08/20	103-3240-581.91-01	175,000	BREV CO PMT JLS CONST RES# 2020-248		903
01/26/21	103-3240-554.83-00	(3,500)	INC OP BUDGET DUE TO COVID		1543
	103-3240-554.54-00	1,225			
	103-3240-554.51-00	2,275			
9 Budget Amendments/Transfers				Division 3240 Total $265,793	
9 Total Budget Amendments/Transfers			**CDBG**	**$265,793**	
3240 - HOUSING GRANTS					
11/17/20	104-3240-554.83-00	260,000	R/O PO #74638 Comm Housg RES# 2020-245		625
1 Budget Amendments/Transfers				Division 3240 Total $260,000	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$260,000**	
3240 - HOUSING GRANTS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/20	105-3240-554.83-00	100	R/O PO # 76080 Fed Title RES# 2020-245		625
	105-3240-554.83-00	300	R/O PO #76003 Gr Leaf Hom RESO #2020-234		625
	105-3240-554.83-00	10,000	R/O PO #76898 P Lynch Con RESO #2020-234		625
3	Budget Amendments/Transfers		Division 3240 Total	$10,400	
	3 Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$10,400**	
3200 - ADMINISTRATION					
11/10/20	107-3200-515.22-00	24	COVID 19 PAYOUTS RES# 2020-235		558
	107-3200-515.24-00	67			
	107-3200-515.21-00	284			
	107-3200-515.12-12	3,709			
1	Budget Amendments/Transfers		Division 3200 Total	$4,084	
	1 Total Budget Amendments/Transfers		**BUILDING PERMITS**	**$4,084**	
3230 - CRA ADMIN/OPERATIONS					
10/13/20	110-3230-559.39-00	(41)	COCOA CRA LIABILITY INS RES # 20-660		144
	110-3230-559.45-00	41			
	110-3230-559.39-00	(15,000)	LEE WENNER MANGROVE TRIM RES # 20-672		143
	110-3230-559.34-00	15,000			
10/14/20	110-3230-581.91-01	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
	110-3230-559.39-00	91,628			
11/10/20	110-3230-559.39-00	(254)	COVID 19 PAYOUTS RES# 2020-235		558
	110-3230-559.24-00	1			
	110-3230-559.21-00	17			
	110-3230-559.22-00	19			
	110-3230-559.12-12	217			
	110-3230-559.39-00	(5,000)	CRA FINANCIAL STATEMENT RES# 2020-757		559
	110-3230-559.32-00	5,000			
	110-3230-559.39-00	(25,000)	FIND - BOAT RAMP REHAB RES# 2020-678		561
	110-3230-581.91-32	25,000			
	110-3230-559.39-00	(30,000)	FIND - LEE WENNER DREDGE RES# 2020-677		560
	110-3230-581.91-01	30,000			
11/17/20	110-3230-559.63-00	18,664	R/O PO # 76293 Infr Sol RES# 2020-245		625
	110-3230-559.63-00	28,750	R/O PO #74623 Infr Sol RES# 2020-245		625
	110-3230-559.31-00	12,118	R/O PO #76666 Infr Sol RES# 2020-245		625
	110-3230-559.31-00	46,389	R/O PO #76790 S&ME RES# 2020-245		625
12/08/20	110-3230-559.39-00	(4,517)	ISS T/O 2020-14 PKG STUDY RES# 20-820		917
	110-3230-559.31-00	4,517			
	110-3230-559.39-00	(39,918)	LEE WENNER FISH PIER EVAL & DESIGN - RES# 20-823		918
	110-3230-559.31-00	39,918			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
13	Budget Amendments/Transfers		Division 3230 Total	$105,921	
	13 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$105,921**	
3230 - CRA ADMIN/OPERATIONS					
10/19/20	111-3230-559.39-00	(50)	DMND SQ LIABILITY INS RES # 20-701		209
	111-3230-559.45-00	50			
11/10/20	111-3230-559.39-00	(87)	COVID 19 PAYOUTS RES# 2020-235		558
	111-3230-559.24-00	1			
	111-3230-559.21-00	6			
	111-3230-559.22-00	7			
	111-3230-559.12-12	73			
11/17/20	111-3230-559.39-00	(3,100)	APP / SURVEY 2 PARCELS RES# 2020-786		594
	111-3230-559.31-00	3,100			
3	Budget Amendments/Transfers		Division 3230 Total	$0	
	3 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
11/17/20	112-3230-559.31-01	265	R/O PO # 75259 J Colombo RES# 2020-245		625
1	Budget Amendments/Transfers		Division 3230 Total	$265	
	1 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**$265**	
3580 - CAPITAL PROJECTS MNGMT					
12/08/20	303-3580-519.63-00	1,500,000	FISKE BLVD COMPLETE ST PR RES# 2020-249		904
1	Budget Amendments/Transfers		Division 3580 Total	$1,500,000	
	1 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
1506 - INVENTORY					
11/10/20	421-1506-536.24-00	2	COVID 19 PAYOUTS RES# 2020-235		558
	421-1506-536.21-00	66			
	421-1506-536.12-12	863			
12/08/20	421-1506-536.52-00	(138)	CELL PHONE / WAREHOUSE		870
	421-1506-536.41-00	138			
2	Budget Amendments/Transfers		Division 1506 Total	$931	
1515 - UTILITY SUPPORT SERVICES					
11/10/20	421-1515-536.22-00	89	COVID 19 PAYOUTS RES# 2020-235		558
	421-1515-536.24-00	260			
	421-1515-536.21-00	556			
	421-1515-536.12-12	7,262			
11/16/20	421-1515-536.64-00	(61,500)	ASSIGN AD BUDG PROJ #S		405
	421-1515-536.64-00	61,500			
2	Budget Amendments/Transfers		Division 1515 Total	$8,167	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
4010 - WATER ADMINISTRATION				
10/27/20	421-4010-536.31-33	(38,952)	BENTEK BROKER CONSULT FEE	281
	421-4010-536.31-00	38,952		
11/10/20	421-4010-536.39-00	(75,000)	CLOSING COSTS W/S REV BND RES# 2020-231	554
	421-4010-536.73-00	75,000		
	421-4010-536.39-00	(81,502)	COVID 19 PAYOUTS RES# 2020-235	558
	421-4010-536.22-00	31		
	421-4010-536.24-00	31		
	421-4010-536.21-00	239		
	421-4010-536.12-12	3,123		
11/16/20	421-4010-536.64-00	(41,900)	ASSIGN AD BUDG PROJ #S	405
	421-4010-536.64-00	17,000		
	421-4010-536.64-00	24,900		
11/17/20	421-4010-536.31-01	2,421	R/O PO # 76240 Kirwin N RES# 2020-245	625
	421-4010-536.31-00	15,743	R/O PO #76150 Stantec RES# 2020-245	625
	421-4010-536.31-00	51,907	R/O PO #76942 Jacobs RES# 2020-245	625
	421-4010-536.56-15	7,750	R/O PO #76965 Cleargov RES# 2020-245	625
12/08/20	421-4010-536.39-00	(256,410)	RELOC TWO FORCE MAINS RES# 2020-251	905
	421-4010-536.31-00	17,550	STANTEC RATE STUDY C/O RES# 2020-249	904
01/12/21	421-4010-536.39-00	(91,770)	B MAYER TO / Area J&K GS RES #2021-002	1278
	421-4010-581.91-01	91,770	B MAYER TO / Area J&K GS SEWERS - RES #2021-002	1278
12	Budget Amendments/Transfers		Division 4010 Total	($239,117)
4020 - DYAL PLANT				
10/27/20	421-4020-536.46-02	(49,000)	Spectrum Network Service Banana River & Viera	304
	421-4020-536.46-02	49,000		
11/10/20	421-4020-536.22-00	125	COVID 19 PAYOUTS RES# 2020-235	558
	421-4020-536.24-00	855		
	421-4020-536.21-00	1,848		
	421-4020-536.12-12	24,153		
	421-4020-536.46-00	(36,458)	PRCHSE BYPASS PUMP RES# 2020-237	553
	421-4020-536.64-00	36,458		
11/16/20	421-4020-536.63-00	(160,000)	ASSIGN AD BUDG PROJ #S	405
	421-4020-536.63-00	160,000		
11/17/20	421-4020-536.63-00	59,611	R/O PO # 76439 Jacobs RES# 2020-245	625
	421-4020-536.46-00	91,484	R/O PO # 76864 Ring Power RES# 2020-245	625
	421-4020-536.64-00	186,195	R/O PO # 76947 Xylem RES# 2020-245	625
	421-4020-536.46-00	61,276	R/O PO #75893 CE Power RES# 2020-245	625
	421-4020-536.46-00	4,794	R/O PO #75906 Ring Power RES# 2020-245	625
	421-4020-536.34-00	3,223	R/O PO #76448 BioTech RES# 2020-245	625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/20	421-4020-536.31-03	9,280	R/O PO #76475 Vortex RES# 2020-245		625
	421-4020-536.46-00	3,396	R/O PO #76934 Blind Spot RES# 2020-245		625
	421-4020-536.46-02	(49,000)	SPECTRUM NETWORK SERVICE RES# 2020-219		595
	421-4020-536.41-00	49,000			
12/08/20	421-4020-536.56-15	23,400	FINISH FIBER RING INSTALL		870
	421-4020-536.64-00	23,890	PURCHASE LAWNMOWERS		870
	421-4020-536.46-02	(47,290)	PURCHASE LAWNMOWERS & FINISH FIBER RING INSTALL		870
16	Budget Amendments/Transfers		Division 4020 Total	$446,240	
4025 - WATER FIELD OPERATIONS					
11/10/20	421-4025-536.24-00	500	COVID 19 PAYOUTS RES# 2020-235		558
	421-4025-536.21-00	1,064			
	421-4025-536.12-12	13,905			
11/16/20	421-4025-536.64-00	(354,440)	ASSIGN AD BUDG PROJ #S		405
	421-4025-536.64-00	11,050			
	421-4025-536.64-00	123,858			
	421-4025-536.64-00	219,532			
11/17/20	421-4025-536.46-00	133,948	R/O PO #75930 Goodson RES# 2020-245		625
	421-4025-536.46-00	721	R/O PO #76406 Mead & Hunt RES# 2020-245		625
	421-4025-536.46-00	56,743	R/O PO #76628 DP Develop RES# 2020-245		625
	421-4025-536.46-00	4,507	R/O PO #76777 Mead & Hunt RES# 2020-245		625
	421-4025-536.46-00	3,900	R/O PO #76959 Dial Plbg RES# 2020-245		625
	421-4025-536.56-15	19,038	R/O PO #76964 Morse Comm RES# 2020-245		625
	421-4025-536.55-00	5,480	R/O PO #76987 FW&PCOA RES# 2020-245		625
9	Budget Amendments/Transfers		Division 4025 Total	$239,806	
4055 - ENGINEERING					
11/10/20	421-4055-536.24-00	59	COVID 19 PAYOUTS RES# 2020-235		558
	421-4055-536.22-00	81			
	421-4055-536.21-00	418			
	421-4055-536.12-12	5,454			
11/16/20	421-4055-536.63-00	(144,141)	ASSIGN AD BUDG PROJ #S		405
	421-4055-536.63-00	43,808			
	421-4055-536.63-00	100,333			
11/17/20	421-4055-536.31-03	12,978	R/O PO # 75740 Bussen May RES# 2020-245		625
	421-4055-536.63-00	27,271	R/O PO # 76691 Carollo RES# 2020-245		625
	421-4055-536.63-00	167,104	R/O PO # 76901 Carollo RES# 2020-245		625
	421-4055-536.63-00	143,094	R/O PO # 76986 Jacobs RES# 2020-245		625
	421-4055-536.63-00	3,182	R/O PO #71688 Mead & Hunt RES# 2020-245		625
	421-4055-536.63-00	1,005	R/O PO #71946 Bussen May RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/20	421-4055-536.63-00	27,029	R/O PO #74901 Mead & Hunt RES# 2020-245		625
	421-4055-536.31-03	9,120	R/O PO #75744 Bussen May RES# 2020-245		625
	421-4055-536.63-00	420,315	R/O POn #71924 Brandes RES# 2020-245		625
12/08/20	421-4055-536.63-00	83,490	CAPE CAN WM REPL RES# 2020-249		904
	421-4055-536.63-00	123,061	FORCE MAIN REPAIRS RES# 2020-249		904
	421-4055-536.63-00	210,572	IND PK PUMP STN RES# 2020-249		904
	421-4055-536.63-00	256,410	RELOC TWO FORCE MAINS RES# 2020-251		905
01/12/21	421-4055-536.63-00	200,000	ADD FNDS PROJ WS20GT RES# 2021-003		1279
16	Budget Amendments/Transfers			Division 4055 Total $1,690,643	
4120 - WATER RECLAMATION					
11/10/20	421-4120-536.22-00	109	COVID 19 PAYOUTS RES# 2020-235		558
	421-4120-536.24-00	330			
	421-4120-536.21-00	924			
	421-4120-536.12-12	12,075			
11/16/20	421-4120-536.64-00	(77,341)	ASSIGN AD BUDG PROJ #S		405
	421-4120-536.64-15	(10,000)			
	421-4120-536.64-15	10,000			
	421-4120-536.64-00	37,280			
	421-4120-536.64-00	40,061			
12/22/20	421-4120-536.52-00	(368)	CORR NEG BAL W/S ACCTS		1067
	421-4120-536.41-00	368			
01/26/21	421-4120-536.52-00	(2,600)	COVER DEP FINE		1543
	421-4120-536.49-00	2,600			
	421-4120-536.64-00	(5,540)	REBDGT / NOT CAPITAL		1543
	421-4120-536.52-00	5,540			
5	Budget Amendments/Transfers			Division 4120 Total $13,438	
4125 - SEWER FIELD OPERATIONS					
10/13/20	421-4125-536.46-00	(52,859)	TO 2021-17 / CAROLLO ENG RES # 20-210		126
	421-4125-536.31-03	52,859			
11/10/20	421-4125-536.24-00	231	COVID 19 PAYOUTS RES# 2020-235		558
	421-4125-536.21-00	487			
	421-4125-536.12-12	6,362			
11/16/20	421-4125-536.64-15	(130,000)	ASSIGN AD BUDG PROJ #S		405
	421-4125-536.64-15	130,000			
11/17/20	421-4125-536.46-00	3,060	R/O PO # 76711 EJ USA RES# 2020-245		625
	421-4125-536.46-00	7,430	R/O PO # 76954 Barneys RES# 2020-245		625
	421-4125-536.46-00	3,300	R/O PO # 76955 Graybar RES# 2020-245		625
	421-4125-536.64-00	149,980	R/O PO #76667 Mid Fl Dies RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
7	Budget Amendments/Transfers		Division 4125 Total	$170,850	
	69 Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$2,330,958**	
3570 - STORMWATER UTILITY					
10/27/20	423-3570-538.31-33	(1,901)	BENTEK BROKER CONSULT FEE		281
	423-3570-538.31-00	1,901			
	423-3570-538.39-00	(28,736)	Wilson Ave SW pipe		302
	423-3570-538.63-00	28,736			
11/10/20	423-3570-538.63-00	(35,550)	CORR ACCT - DRAINAGE PROJ RES# 2020-238		540
	423-3570-538.64-00	35,550			
	423-3570-538.39-00	(2,754)	COVID 19 PAYOUTS RES# 2020-235		558
	423-3570-538.22-00	38			
	423-3570-538.21-00	177			
	423-3570-538.24-00	235			
	423-3570-538.12-12	2,304			
11/16/20	423-3570-538.63-00	(480,000)	ASSIGN AD BUDG PROJ #S		405
	423-3570-538.31-33	(6,946)			
	423-3570-538.52-33	(3,528)			
	423-3570-538.52-33	3,528			
	423-3570-538.31-33	6,946			
	423-3570-538.63-00	45,000			
	423-3570-538.63-00	45,000			
	423-3570-538.63-00	50,000			
	423-3570-538.63-00	50,000			
	423-3570-538.63-00	100,000			
	423-3570-538.63-00	190,000			
11/17/20	423-3570-538.46-00	92,576	R/O PO # 76547 C&D Const RES# 2020-245		625
	423-3570-538.64-00	(972)	R/O PO #76209 Mead & Hunt RES# 2020-245		625
	423-3570-538.63-00	1,213	R/O PO #76209 Mead & Hunt RESO #2020-245		625
	423-3570-538.63-00	45,460	R/O PO #76945 Infr Sol RES# 2020-245		625
12/08/20	423-3570-538.63-00	(972)	CORR BDGT - PO 76209 FISKE BLVD IMPROVEMENTS		870
	423-3570-538.64-00	972			
12/11/20	423-3570-538.34-10	(27,979)	CORR ACCT # TX COLL FEE FEES		933
	423-3570-538.34-00	27,979			
11	Budget Amendments/Transfers		Division 3570 Total	$138,277	
	11 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$138,277**	
4020 - DYAL PLANT					
11/16/20	424-4020-536.63-00	(1,600,000)	ASSIGN AD BUDG PROJ #S		405
	424-4020-536.64-15	(250,000)			
	424-4020-536.64-00	(200,000)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/16/20	424-4020-536.64-00	200,000	ASSIGN AD BUDG PROJ #S		405
	424-4020-536.63-00	250,000			
	424-4020-536.63-00	250,000			
	424-4020-536.64-15	250,000			
	424-4020-536.63-00	500,000			
	424-4020-536.63-00	600,000			
01/26/21	424-4020-536.64-15	(12,856)	CORR PROJ # PO 77373		1543
	424-4020-536.64-15	12,856			
2	Budget Amendments/Transfers		Division 4020 Total	$0	
4055 - ENGINEERING					
11/16/20	424-4055-536.63-00	(7,144,879)	ASSIGN AD BUDG PROJ #S		405
	424-4055-536.63-06	(1,090,000)			
	424-4055-536.63-00	50,000			
	424-4055-536.63-00	120,000			
	424-4055-536.63-00	300,000			
	424-4055-536.63-00	860,879			
	424-4055-536.63-00	964,000			
	424-4055-536.63-00	1,000,000			
	424-4055-536.63-06	1,090,000			
	424-4055-536.63-00	1,350,000			
	424-4055-536.63-00	2,500,000			
01/12/21	424-4055-536.63-00	14,800	B MAYER TO / Area J&K GS SEWERS - RES #2021-002		1278
	424-4055-536.63-00	76,970			
2	Budget Amendments/Transfers		Division 4055 Total	$91,770	
4120 - WATER RECLAMATION					
11/16/20	424-4120-536.63-00	(525,000)	ASSIGN AD BUDG PROJ #S		405
	424-4120-536.63-00	525,000			
1	Budget Amendments/Transfers		Division 4120 Total	$0	
4125 - SEWER FIELD OPERATIONS					
11/16/20	424-4125-536.63-00	(675,000)	ASSIGN AD BUDG PROJ #S		405
	424-4125-536.63-00	275,000			
	424-4125-536.63-00	400,000			
1	Budget Amendments/Transfers		Division 4125 Total	$0	
6	Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$91,770**	
4700 - DEBT SERVICE					
12/22/20	425-4700-517.72-12	(1,696,550)	CORR ACCT # FY21 INT BUDG		1066
	425-4700-517.72-13	(965,200)			
	425-4700-517.72-11	(746,147)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/22/20	425-4700-517.72-14	(375,314)	CORR ACCT # FY21 INT BUDG		1066
	425-4700-517.72-09	(280,225)			
	425-4700-591.72-09	280,225			
	425-4700-591.72-14	375,314			
	425-4700-591.72-11	746,147			
	425-4700-591.72-13	965,200			
	425-4700-591.72-12	1,696,550			
1 Budget Amendments/Transfers			Division 4700 Total	$0	
1 Total Budget Amendments/Transfers			**W/S RESTRICTED ASSETS**	**$0**	
4010 - WATER ADMINISTRATION					
12/08/20	426-4010-536.31-00	1,800	INVESTMT FEES RES# 2020-249		904
1 Budget Amendments/Transfers			Division 4010 Total	$1,800	
4055 - ENGINEERING					
11/17/20	426-4055-536.63-00	238,436	R/O PO # 74898 CH2M Hill RES# 2020-245		625
	426-4055-536.62-00	5,998,561	R/O PO # 76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	1,941,791	R/O PO #76379 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	8,400,780	R/O PO #76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	392,307	R/O PO# 76378 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	248,830	R/O PO# 76789 Stewarts El RES# 2020-245		625
	426-4055-536.64-00	1,705,105	R/O PO#76454 Wh Smith RES# 2020-245		625
12/08/20	426-4055-536.63-00	1,800,673	CCRIP/BOND INT RES# 2020-249		904
	426-4055-536.63-00	9,546,142	PINEDA SUB AQ PIPE RES# 2020-249		904
01/15/21	426-4055-536.63-00	(815,628)	CORR PROJ # FOR CCRIP SECURITY PROJ		1305
	426-4055-536.63-00	815,628			
10 Budget Amendments/Transfers			Division 4055 Total	$30,272,625	
4120 - WATER RECLAMATION					
11/17/20	426-4120-536.63-00	6,434	R/O PO # 74875 Carollo RES# 2020-245		625
12/08/20	426-4120-536.63-00	2,670,762	SELLERS FLOW IMPR RES# 2020-249		904
2 Budget Amendments/Transfers			Division 4120 Total	$2,677,196	
13 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$2,951,621**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
211	**Transfers & Amendments between 10/1/2020 and 1/31/2021**			
			FY 2020 TOTAL TRANSFERS & AMENDMENTS	**38,466,334**

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.

FY 2021 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 1/31/2021

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/13/20	001-0000-369.96-00	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION		125
	001-0000-331.20-19	16,617	JAG GRANT CAMERAS RES # 20-213		124
10/14/20	001-0000-381.91-10	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
10/27/20	001-0000-366.10-15	33,180	Firehouse Sub Grant Hydraulic Equipment		303
11/05/20	001-0000-331.20-15	(126,896)	ASSIGN AD BUDG PROJ #S		405
	001-0000-389.99-50	(105,000)			
	001-0000-331.20-16	(10,000)			
	001-0000-331.20-16	10,000			
	001-0000-389.99-50	35,000			
	001-0000-389.99-50	70,000			
	001-0000-331.20-15	126,896			
11/10/20	001-0000-337.40-02	50,000	AURORA ST SIDEWALK PROJ RES# 2020-236		555
	001-0000-381.91-10	25,000	FIND - BOAT RAMP REHAB RES# 2020-678		561
	001-0000-381.91-10	30,000	FIND - LEE WENNER DREDGE RES# 2020-677		560
	001-0000-337.30-17	30,000	FIND GRANT DREDGING RES# 2020-233		534
	001-0000-337.30-18	25,000	FIND GRANT LWP RAMP RES# 2020-232		536
	001-0000-331.20-21	16,980	FY21 BPV GRANT 0410 RES# 2020-228		547
	001-0000-331.20-15	(32,273)	RED FY21 VOCA GR AWARD RES# 2020-230		551
11/17/20	001-0000-389.99-50	171,687	FY21 PO ROLLOVER RES# 2020-245		625
12/08/20	001-0000-389.99-50	(175,000)	BREV CO PMT JLS CONST RES# 2020-248		903
	001-0000-381.91-03	175,000			
	001-0000-389.99-50	12,000	CAFR CONVERSION SOFTWARE RES# 2020-249		904
	001-0000-389.99-50	62,050	UTIL PAY KIOSK -CITY HALL RES# 2020-249		904
01/12/21	001-0000-389.99-50	53,574	ADD FNDS FY20 PO ROLLOVER 76923 / RES# 2021-003		1279
	001-0000-389.99-50	226,447	ADD FNDS FY20 PO ROLLOVER RES# 2021-003		1279
	001-0000-334.50-10	54,741	CARES FUNDS #107-2020 RES# 2021-003		1279
	001-0000-389.99-50	35,000	UNBUDG - PD FRONT GATE RES# 2021-003		1279
01/26/21	001-0000-389.99-50	85,000	COCOA HS TRACK IMP DONATE RES# 21-005		1466
21	Budget Amendments/Transfers			Division 0000 Total $807,245	
	21 Total Budget Amendments/Transfers		**GENERAL FUND**	**$807,245**	
11/17/20	103-0000-389.99-50	90,795	FY21 PO ROLLOVER RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/08/20	103-0000-338.10-04	175,000	BREV CO PMT JLS CONST RES# 2020-248		903
2 Budget Amendments/Transfers			Division 0000 Total	$265,795	
2 Total Budget Amendments/Transfers			**CDBG**	**$265,795**	
11/17/20	104-0000-389.99-50	260,000	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$260,000	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$260,000**	
11/17/20	105-0000-389.99-10	10,400	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$10,400	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$10,400**	
11/10/20	107-0000-381.91-01	4,084	COVID 19 PAYOUTS RES# 2020-235		558
1 Budget Amendments/Transfers			Division 0000 Total	$4,084	
1 Total Budget Amendments/Transfers			**BUILDING PERMITS**	**$4,084**	
11/17/20	110-0000-389.99-50	105,921	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$105,921	
1 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$105,921**	
11/17/20	112-0000-389.99-10	265	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$265	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$265**	
12/08/20	303-0000-389.99-50	1,500,000	FISKE BLVD COMPLETE ST PR RES# 2020-249		904
1 Budget Amendments/Transfers			Division 0000 Total	$1,500,000	
1 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
11/17/20	421-0000-389.99-50	138,277	FY21 PO ROLLOVER RES# 2020-245		625
	421-0000-389.99-50	1,696,283			
12/08/20	421-0000-389.99-50	434,673	UTIL PROJ - NOT YET BEGUN RES# 2020-249		904
12/15/20	421-0000-389.99-50	(138,277)	CORR ENTRY / INCORR FND BA-21-033-A		971
01/12/21	421-0000-389.99-50	200,000	ADD FNDS PROJ WS20GT RES# 2021-003		1279
4 Budget Amendments/Transfers			Division 0000 Total	$2,330,956	
4 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$2,330,956**	
12/15/20	423-0000-389.99-50	138,277	CORR ENTRY / INCORR FND BA-21-033-A		971
1 Budget Amendments/Transfers			Division 0000 Total	$138,277	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$138,277**	
01/12/21	424-0000-381.91-21	91,770	B MAYER TO / Area J&K GS SEWERS - RES #2021-002		1278
1 Budget Amendments/Transfers			Division 0000 Total	$91,770	
1 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**$91,770**	
11/17/20	426-0000-389.99-50	18,932,244	FY21 PO ROLLOVER RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/08/20	426-0000-389.99-50	14,019,377	BOND PROJ - NOT YET BEGUN RES# 2020-249		904
2	Budget Amendments/Transfers		Division 0000 Total	2,951,621	
	2 Total Budget Amendments/Transfers		**WS CPTL PROJ 2018B**	**2,951,621**	
37	**Transfers & Amendments between 10/1/2020 and 1/31/2021**				
			FY 2020 TOTAL TRANSFERS & AMENDMENTS	**38,466,334**	

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 2021 - Budget Tracking Worksheets\FY 2021 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 2/11/2021

Legislation Details (With Text)

File #:	21-152	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/11/2021			**In control:**	City Council
On agenda:	2/23/2021			**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 By Classification Report January 2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 11, 2021
Agenda Date: February 23, 2021
Prepared By: Lora Howell, Deputy Finance Director
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 2021 (FY21) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This January 2021 (FY21) report is unaudited and preliminary. Some line items reflect an over budget balance at this time due to the timing of the rollover of purchase orders from FY21 and the re-appropriation of their related budgets.

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 2021 Budget by Classification Report - Summary Listing

1/31/2021

Target for January 2021 is 33%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 10,074,429		$ 6,755,987	$ 3,318,442	67%
OTHER PERMITS AND FEES	$ 4,403,003		$ 2,630,415	$ 1,772,588	60%
INTERGOVERNMENTAL	$ 2,288,293		$ 782,276	$ 1,506,017	34%
CHARGES FOR SERVICES	$ 12,422,689		$ 4,144,953	$ 8,277,736	33%
FINES AND FORFEITURES	$ 14,813		$ 3,298	$ 11,515	22%
MISCELLANEOUS	$ 768,133		$ 317,060	$ 451,073	41%
OTHER SOURCES (NON-REVENUE)	$ 12,186,918		$ 3,377,553	$ 8,809,365	28%
REVENUE TOTALS	**$ 42,158,278**		**$ 18,011,543**	**$ 24,146,735**	**43%**
EXPENSE					
SALARIES AND BENEFITS	$ 25,006,298	$ 2,673	$ 7,289,059	$ 17,714,566	29%
OPERATING EXPENDITURES	$ 12,614,200	$ 3,323,826	$ 3,176,897	$ 6,113,477	52%
CAPITAL OUTLAY	$ 1,327,644	$ 1,039,832	$ 68,245	$ 219,567	83%
GRANTS, AIDS AND OTHER	$ 3,210,136	$ -	$ 2,031,607	$ 1,178,529	63%
EXPENSE TOTALS	**$ 42,158,278**	**$ 4,366,331**	**$ 12,565,808**	**$ 25,226,139**	**40%**
REVENUE TOTALS	**$ 42,158,278**	**$ -**	**$ 18,011,543**	**$ 24,146,735**	**43%**
EXPENSE TOTALS	**$ 42,158,278**	**$ 4,366,331**	**$ 12,565,808**	**$ 25,226,139**	**40%**
	$ -	**$ (4,366,331)**	**$ 5,445,735**	**$ (1,079,404)**	

*Unaudited

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
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	1,000,000	254,370.99	25	6,000,000	5,684,745.68	95	6,626,904	942,158.32
20 00	DELINQUENT TAXES	0	72.35		0	512.45		15,000	14,487.55
25 00	PENALTIES RE: TAXES	0	119.54		0	3,402.52		5,000	1,597.48
30 00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311 **	AD VALOREM	1,000,000	254,562.88	26	6,000,000	5,688,660.65	95	6,846,904	1,158,243.35
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	46,144	30,719.08	67	184,576	127,795.06	69	553,736	425,940.94
312 **	SALES USE AND FUEL TAXES	46,144	30,719.08	67	184,576	127,795.06	69	553,736	425,940.94
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	125,000	145,222.99	116	500,000	454,141.00	91	1,500,000	1,045,859.00
30 00	WATER-COCOA	30,423	32,533.50	107	121,692	122,706.09	101	365,082	242,375.91
40 00	GAS	1,433	6,714.15	469	5,732	13,692.17	239	17,200	3,507.83
80 00	PROPANE	1,666	2,521.72	151	6,664	5,219.21	78	20,000	14,780.79
314 **	UTILITY SERVICE TAX	158,522	186,992.36	118	634,088	595,758.47	94	1,902,282	1,306,523.53
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	51,292	50,803.49	99	205,168	230,699.68	112	615,507	384,807.32
315 **	COMMUNICATION SERVICE TAX	51,292	50,803.49	99	205,168	230,699.68	112	615,507	384,807.32
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	1,000	2,706.05	271	148,000	113,073.56	76	156,000	42,926.44
316 **	LOCAL BUSINESS TAX	1,000	2,706.05	271	148,000	113,073.56	76	156,000	42,926.44
310 ***	TAXES	1,256,958	525,783.86	42	7,171,832	6,755,987.42	94	10,074,429	3,318,441.58
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
10 00	TRAINING SURCHARGE	0	253.59		0	112.14-		0	112.14
322 **	BUILDING PERMITS	0	253.59		0	112.14-		0	112.14
323	FRANCHISE FEES								
10 00	ELECTRICITY	116,666	112,102.35	96	466,664	229,699.57	49	1,400,000	1,170,300.43
40 00	GAS	2,900	8,926.39	308	11,600	20,403.42	176	34,800	14,396.58
70 00	SOLID WASTE	15,641	17,357.83	111	62,564	69,887.97	112	187,703	117,815.03
323 **	FRANCHISE FEES	135,207	138,386.57	102	540,828	319,990.96	59	1,622,503	1,302,512.04
325	SPECIAL ASSESSMENT								
22 01	CHARGES FOR PUBLIC SVCS	100,000	117,864.99	118	2,600,000	2,272,460.60	87	2,614,500	342,039.40

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
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
22 02	DELINQUENT TAX	0	457.38		0	467.36		2,000	1,532.64
22 03	PENALTIES	0	74.40		0	157.99		2,000	1,842.01
22 04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
22 *	FIRE PROTECTION	100,000	118,396.77	118	2,600,000	2,273,085.95	87	2,768,500	495,414.05
325 **	SPECIAL ASSESSMENT	100,000	118,396.77	118	2,600,000	2,273,085.95	87	2,768,500	495,414.05
329	OTHER PERMITS & FEES								
25 00	PLANNING AND ZONING	833	1,135.00	136	3,332	34,654.75	1040	10,000	24,654.75-
35 00	FIRE INSPECTIONS	166	1,695.00	1021	664	2,795.00	421	2,000	795.00-
329 **	OTHER PERMITS & FEES	999	2,830.00	283	3,996	37,449.75	937	12,000	25,449.75-
320 ***	OTHER PERMITS & FEES	236,206	259,866.93	110	3,144,824	2,630,414.52	84	4,403,003	1,772,588.48
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	0	.00		42,750	42,750.00	100	171,000	128,250.00
20 15	VICTIMS OF CRIME ACT GRNT	7,640	7,922.00	104	33,494	19,279.94	58	94,623	75,343.06
20 16	INTERNET CRIMES GRANT	833	.00		3,332	.00		10,000	10,000.00
20 19	JAG 2020-DJ-BX-0410	0	.00		16,617	.00		16,617	16,617.00
20 21	JAG BULLET PROOF V 2020	0	.00		16,980	.00		16,980	16,980.00
20 *	PUBLIC SAFETY	8,473	7,922.00	94	113,173	62,029.94	55	309,220	247,190.06
39 12	USDA/FOREST SVC 26866	0	.00		15,000	.00		15,000	15,000.00
39 *	OTHER PHYSCAL ENVIRONMENT	0	.00		15,000	.00		15,000	15,000.00
50 04	EDA-04-69-07348 GRANT	0	45,000.00		0	45,000.00		0	45,000.00-
50 *	ECONOMIC ENVIRONMENT	0	45,000.00		0	45,000.00		0	45,000.00-
331 **	FEDERAL GRANTS	8,473	52,922.00	625	128,173	107,029.94	84	324,220	217,190.06
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	.00		0	.00		26,000	26,000.00
333 **	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		26,000	26,000.00
334	STATE GRANT								
50 10	CARES CRF #107-2020	6,082	.00		6,082	54,741.25	900	54,741	.25-
50 *	ECONOMIC ENVIRONMENT	6,082	.00		6,082	54,741.25	900	54,741	.25-

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
330		INTERGOVERNMENTAL REVENUE								
334		STATE GRANT								
334	**	STATE GRANT	6,082	.00		6,082	54,741.25	900	54,741	.25-
335		STATE SHARED REVENUES								
	12 00	STATE REVENUE SHARING	41,916	42,216.81	101	167,664	168,867.24	101	503,000	334,132.76
	12 20	8TH CNT MUNICIPAL GAS TAX	12,736	11,955.93	94	50,944	47,823.72	94	152,832	105,008.28
	12 *	STATE REVENUE SHARING	54,652	54,172.74	99	218,608	216,690.96	99	655,832	439,141.04
	14 00	MOBILE HOME LICENSES	1,833	6,949.49	379	7,332	15,216.29	208	22,000	6,783.71
	15 00	ALCOHOLIC BEVERAGE	416	1,709.54	411	1,664	1,709.54	103	5,000	3,290.46
	18 00	LOCAL GOVERNMENT 1/2 CENT	87,875	93,181.45	106	351,500	282,449.02	80	1,054,500	772,050.98
	21 00	FIREFIGHTER SUPPLEMENTAL	0	.00		4,000	3,965.48	99	16,000	12,034.52
	29 *	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
	41 00	FUEL TAX REFUNDS	2,083	.00		8,332	.00		25,000	25,000.00
335	**	STATE SHARED REVENUES	146,859	156,013.22	106	591,436	520,031.29	88	1,778,332	1,258,300.71
337		GRANTS FROM LOCAL UNITS								
	30 15	FIND BV-CO-17-134 CD18LW	0	225,000.00-		0	.00		0	.00
	30 16	FIND BV-CO-17-139E ES17HI	0	427,100.00-		0	.00		0	.00
	30 17	FIND BV-CO-20-147 DREDGIN	2,727	.00		8,181	.00		30,000	30,000.00
	30 18	FIND BV-CO-20-146 BT RAMP	2,273	.00		6,819	.00		25,000	25,000.00
	30 *	PHYSICAL ENVIRONMENT	5,000	652,100.00-	3042	15,000	.00		55,000	55,000.00
	40 02	AURORA ST SIDEWLK IMPROV	4,545	.00		13,635	.00		50,000	50,000.00
	60 01	BREV CTY CARES CVD19	0	100,473.85		0	100,473.85		0	100,473.85-
	60 *	HUMAN SERVICES	0	100,473.85		0	100,473.85		0	100,473.85-
337	**	GRANTS FROM LOCAL UNITS	9,545	551,626.15-	5779	28,635	100,473.85	351	105,000	4,526.15
330	***	INTERGOVERNMENTAL REVENUE	170,959	342,690.93-	201	754,326	782,276.33	104	2,288,293	1,506,016.67
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
	30 00	ADMINISTRATIVE FEES	548,813	548,814.00	100	2,195,252	2,195,256.00	100	6,585,764	4,390,508.00
	31 00	ADMIN FEES STORMWATER	14,895	14,897.00	100	59,580	59,588.00	100	178,749	119,161.00
	40 00	CERTIFY/COPY/SEARCH	8,000	11,650.07	146	32,000	33,606.57	105	96,000	62,393.43
	90 12	PASSPORT EXECUTION FEES	166	140.00	84	664	455.00	69	2,000	1,545.00
341	**	GENERAL GOVERNMENT	571,874	575,501.07	101	2,287,496	2,288,905.57	100	6,862,513	4,573,607.43

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
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	2,500	1,085.00	43	10,000	1,085.00	11	30,000	28,915.00
90 00	OTHER PUBLIC SAFETY	83	500.00	602	332	775.00	233	1,000	225.00
90 01	FALSE ALARM FEES	708	800.00	113	2,832	4,445.00	157	8,500	4,055.00
90 *	OTHER PUBLIC SAFETY	791	1,300.00	164	3,164	5,220.00	165	9,500	4,280.00
342 **	PUBLIC SAFETY	3,291	2,385.00	73	13,164	6,305.00	48	39,500	33,195.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	40,911	42,029.52	103	163,644	167,755.42	103	490,941	323,185.58
37 11	ROCKLEDGE	24,041	187.36	1	96,164	72,909.86	76	288,493	215,583.14
37 12	SUN LAKE	317	315.78	100	1,268	955.32	75	3,814	2,858.68
37 13	CLNY PK-M.I.UTIL CO.	159	336.30	212	636	668.04	105	1,917	1,248.96
37 16	COCOA BEACH	9,407	9,409.26	100	37,628	37,672.27	100	112,886	75,213.73
37 17	CAPE CANAVERAL	7,755	7,722.79	100	31,020	30,885.42	100	93,062	62,176.58
37 18	TITUSVILLE	352	709.08	201	1,408	1,411.32	100	4,231	2,819.68
37 *	WATER BILLING SERVICES	82,942	60,710.09	73	331,768	312,257.65	94	995,344	683,086.35
39 01	SERVICE CHARGES	33,333	42,018.70	126	133,332	208,313.90	156	400,000	191,686.10
39 03	ADMIN CHARGES	31,750	30,980.00	98	127,000	133,555.00	105	381,000	247,445.00
39 04	PENALTIES	65,804	81,391.23	124	263,216	261,173.23	99	789,650	528,476.77
39 05	NSF CHECKS	2,879	4,238.69	147	11,516	10,543.80	92	34,552	24,008.20
39 *	WATER OTHER INCOME	133,766	158,628.62	119	535,064	613,585.93	115	1,605,202	991,616.07
41 10	SOLID WASTE	162,795	162,121.59	100	651,180	651,239.89	100	1,953,540	1,302,300.11
41 20	RECYCLING REVENUE	23,903	27,144.54	114	95,612	108,766.58	114	286,842	178,075.42
41 30	GREEN WASTE	15,783	16,098.46	102	63,132	64,515.93	102	189,399	124,883.07
41 *	GARBAGE COLLECTION	202,481	205,364.59	101	809,924	824,522.40	102	2,429,781	1,605,258.60
45 10	BILLING FEE - WASTE MGMT	8,709	8,968.22	103	34,836	26,840.00	77	104,519	77,679.00
45 *	GARBAGE-OTHER REVENUE	8,709	8,968.22	103	34,836	26,840.00	77	104,519	77,679.00
90 01	FDOT MEDIAN MAINT	0	17,782.50		19,000	35,565.00	187	71,130	35,565.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	0	.00		50,000	.00		218,805	218,805.00
90 *	OTHER PHYSICAL ENVIRON	0	17,782.50		69,000	35,565.00	52	289,935	254,370.00
343 **	PHYSICAL ENVIRONMENT	427,898	451,454.02	106	1,780,592	1,812,770.98	102	5,424,781	3,612,010.02
347	CULTURE/RECREATION								

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
340	CHARGES FOR SERVICES								
347	CULTURE/RECREATION								
39 10	PORCHER HOUSE - REVENUES	2,500	2,366.30	95	10,000	10,620.64	106	30,000	19,379.36
39 11	TENANT MAINTENANCE FEES	100	95.96	96	400	479.80	120	1,200	720.20
39 20	COCOA CIVIC CENTER	2,083	3,044.32	146	8,332	15,057.98	181	25,000	9,942.02
39 30	RIVERFRONT PARK	1,666	1,030.00	62	6,664	7,245.00	109	20,000	12,755.00
39 *	OTHER CULTURAL SERVICES	6,349	6,536.58	103	25,396	33,403.42	132	76,200	42,796.58
40 05	SPECIAL EVENT PERMITS	625	50.00	8	2,500	2,200.00	88	7,500	5,300.00
50 10	EVENT FEES	307	.00		1,228	1,368.51	111	3,695	2,326.49
50 30	ADVERTISING/SPONSORSHIPS	708	1,550.00-	219	2,832	.00		8,500	8,500.00
50 *	SPECIAL REC FACILITIES	1,015	1,550.00-	153	4,060	1,368.51	34	12,195	10,826.49
347 **	CULTURE/RECREATION	7,989	5,036.58	63	31,956	36,971.93	116	95,895	58,923.07
340 ***	CHARGES FOR SERVICES	1,011,052	1,034,376.67	102	4,113,208	4,144,953.48	101	12,422,689	8,277,735.52
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,234	855.08	69	4,936	3,297.63	67	14,813	11,515.37
351 **	JUDGMENTS AND FINES	1,234	855.08	69	4,936	3,297.63	67	14,813	11,515.37
350 ***	FINES AND FORFEITURES	1,234	855.08	69	4,936	3,297.63	67	14,813	11,515.37
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	3,673	7,486.43	204	14,692	30,015.29	204	44,083	14,067.71
10 02	INVESTMENT INTEREST	1,224	214.47	18	4,896	1,331.77	27	14,694	13,362.23
10 10	SBA	1,224	75.41	6	4,896	376.37	8	14,694	14,317.63
10 11	INTEREST/CBOS	1,224	.00		4,896	.00		14,694	14,694.00
10 *	INTEREST	7,345	7,776.31	106	29,380	31,723.43	108	88,165	56,441.57
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	7,345	7,776.31	106	29,380	31,723.43	108	88,165	56,441.57
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	8,000	14,233.32	178	61,000	58,415.47	96	125,886	67,470.53
362 **	RENT AND ROYALTIES	8,000	14,233.32	178	61,000	58,415.47	96	125,886	67,470.53
364	DISPOSITION FIXED ASSETS								

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
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
10 00	GAIN/(LOSS)	0	931.95		0	931.95		0	931.95-
364 **	DISPOSITION FIXED ASSETS	0	931.95		0	931.95		0	931.95-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	256.50		0	256.50		0	256.50-
365 **	SALE SURPLUS MTRLS &SCRAP	0	256.50		0	256.50		0	256.50-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	120.00		0	97,120.00		0	97,120.00-
10 15	FIREHOUSE SUBS-EXTRAC EQ	0	33,180.00		33,180	33,180.00	100	33,180	.00
10 *	DONATIONS-PRIVATE SOURCES	0	33,180.00		33,180	33,180.00	100	33,180	.00
366 **	CONTRIBUTIONS & DONATIONS	0	33,300.00		33,180	130,300.00	393	33,180	97,120.00-
368	PENSION CONTRIBUTIONS								
21 00	POLICE STATE CONTRIBUTION	0	.00		0	.00		182,386	182,386.00
22 00	FIRE STATE CONTRIBUTION	0	.00		0	.00		105,146	105,146.00
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		287,532	287,532.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	7,763.86		0	17,313.31		0	17,313.31-
90 02	POLICE SECURITY SERVICES	6,250	1,120.00	18	25,000	18,112.00	72	75,000	56,888.00
90 03	CODE ENF ABATE/DEMO REV	7,916	6,210.51	79	31,664	35,328.13	112	95,000	59,671.87
90 04	MISC. POLICE REVENUES	83	211.30	255	332	577.90	174	1,000	422.10
90 05	INVESTIGATIVE COSTS REIM	4,250	6,156.81	145	17,000	23,301.59	137	51,000	27,698.41
90 09	PROPERTY REGISTRATION	625	300.00	48	2,500	800.00	32	7,500	6,700.00
90 *	OTHER MISC REVENUES	19,124	21,762.48	114	76,496	95,432.93	125	229,500	134,067.07
96 00	INSURANCE REFUND/PROCEEDS	323	.00		1,292	.00		3,870	3,870.00
369 **	OTHER MISC REVENUES	19,447	21,762.48	112	77,788	95,432.93	123	233,370	137,937.07
360 ***	MISCELLANEOUS REVENUES	34,792	78,260.56	225	201,348	317,060.28	158	768,133	451,072.72
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	17,500	.00		35,000	175,000.00	500	175,000	.00
91 10	TRF FROM COCOA CRA (110)	26,439	21,439.92	81	100,756	140,759.68	140	312,279	171,519.32
91 *	TRANSFER FROM	43,939	21,439.92	49	135,756	315,759.68	233	487,279	171,519.32

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
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
381 **	INTERFUND TRANSFER	43,939	21,439.92	49	135,756	315,759.68	233	487,279	171,519.32
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS	650,865	650,865.67	100	2,603,460	2,603,462.68	100	7,810,388	5,206,925.32
40 01	6% PILOFF	114,582	114,582.75	100	458,328	458,331.00	100	1,374,993	916,662.00
40 *	CONTRIBUTIONS	765,447	765,448.42	100	3,061,788	3,061,793.68	100	9,185,381	6,123,587.32
382 **	CONTRIBUTIONS ENTERPRISE	765,447	765,448.42	100	3,061,788	3,061,793.68	100	9,185,381	6,123,587.32
383	INSTLMT PURCH/CAP LEASE								
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	220,252	.00		752,248	.00		2,514,258	2,514,258.00
99 *	BALANCE FORWARD	220,252	.00		752,248	.00		2,514,258	2,514,258.00
389 **	NON OPERATING SOURCES	220,252	.00		752,248	.00		2,514,258	2,514,258.00
380 ***	OTHER SOURCES(NON-REV)	1,029,638	786,888.34	76	3,949,792	3,377,553.36	86	12,186,918	8,809,364.64
FUND TOTAL	GENERAL FUND	3,740,839	2,343,340.51	63	19,340,266	18,011,543.02 ✓	93	42,158,278 ✓	24,146,734.98

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

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	2657	2550.00	96	10628	10200.10	96	.00	31895	21694.90	32
11 **	EXECUTIVE SALARIES	2657	2550.00	96	10628	10200.10	96	.00	31895	21694.90	32
12-00	REGULAR SALARIES & WAGES	1083437	892146.60	82	4321067	3752983.24	87	.00	12988701	9235717.76	29
12-06	SALARIES/CONTRACTUAL	2083	1225.00	59	8332	5199.25	62	.00	25000	19800.75	21
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	21251	68699.80	323	74537	261169.42	350	.00	244585	16584.42-	107
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1106771	962071.40	87	4403936	4019351.91	91	.00	13258286	9238934.09	30
13-00	OTHER SALARIES & WAGES	59276	47707.65	81	236324	206397.64	87	.00	720013	513615.36	29
13 **	OTHER SALARIES & WAGES	59276	47707.65	81	236324	206397.64	87	.00	720013	513615.36	29
14-00	OVERTIME	33588	38718.77	115	134352	190863.22	142	.00	403121	212257.78	47
14-01	COMP TIME	583	.00	0	2332	.00	0	.00	7000	7000.00	0
14-20	JAG COVID 2020-VD-BX-1270	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	34171	38718.77	113	136684	190863.22	140	.00	410121	219257.78	47
15-00	SPECIAL PAY	28198	25021.08	89	112792	113084.94	100	.00	338400	225315.06	33
15 **	SPECIAL PAY	28198	25021.08	89	112792	113084.94	100	.00	338400	225315.06	33
20-00	CLOTHING/SHOE ALLOWANCE	1810	.00	0	8390	7590.00	91	.00	22870	15280.00	33
20 **	CLOTHING/SHOE ALLOWANCE	1810	.00	0	8390	7590.00	91	.00	22870	15280.00	33
21-00	FICA TAXES	91278	80556.19	88	363716	341521.49	94	.00	1094783	753261.51	31
21 **	FICA TAXES	91278	80556.19	88	363716	341521.49	94	.00	1094783	753261.51	31
22-00	RETIREMENT CONTRIBUTIONS	73342	66282.68	90	293554	270216.61	92	.00	880423	610206.39	31
22-01	FIREFIGHTERS	202168	160337.16	79	806739	744713.94	92	.00	2424096	1679382.06	31
22-02	STATE CONTRIBUTIONS	4278-	.00	0	34208	.00	0	.00	287532	287532.00	0
22-03	ICMA - CITY MANAGER	1250	.00	0	5000	.00	0	.00	15000	15000.00	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
22 **	RETIREMENT CONTRIBUTIONS	272482	226619.84	83	1139501	1014930.55	89	.00	3607051	2592120.45	28
23-00	LIFE/HEALTH INSURANCE	24724	20832.02	84	99873	82211.68	82	.00	303748	221536.32	27
23-02	LIFE/HEALTH GF RETIREES	38984	49587.70	127	155936	155918.92	100	2673.00	467812	309220.08	34
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	320365	234724.41	73	1281460	848897.05	66	.00	3844514	2995616.95	22
23-05	HEALTH GF RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0
23-06	HEALTH GF RETIREES 100%	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	384073	305144.13	79	1537269	1087027.65	71	2673.00	4616074	3526373.35	24
24-00	WORKER'S COMPENSATION	56578	53067.19	94	225300	221120.27	98	.00	678365	457244.73	33
24 **	WORKER'S COMPENSATION	56578	53067.19	94	225300	221120.27	98	.00	678365	457244.73	33
25-00	UNEMPLOYMENT COMPENSATION	0	.00	0	0	13012.55	0	.00	5000	8012.55-	260
25 **	UNEMPLOYMENT COMPENSATION	0	.00	0	0	13012.55	0	.00	5000	8012.55-	260
27-00	BENEFIT OFFSET	18584	17535.00	94	74772	63958.66	86	.00	223440	159481.34	29
27 **	BENEFIT OFFSET	18584	17535.00	94	74772	63958.66	86	.00	223440	159481.34	29
31-00	PROFESSIONAL SERVICES	48669	11983.59	25	174591	134150.14	77	238218.85	566057	193688.01	66
31-01	LEGAL EXPENSES	37705	29340.93	78	150820	100097.30	66	309988.70	452473	42387.00	91
31-02	MEDICAL SERVICES	4035	3710.50	92	16140	5148.88	32	38841.12	48420	4430.00	91
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	4500	13500.00	300	.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-11	USDA MANAGE FOREST GRANT	2500	.00	0	10000	12787.20	128	.00	30000	17212.80	43
31-13	FIND BV-C0-20-146 BT RAMP	4546	5854.00	129	13638	5854.00	43	43139.00	50000	1007.00	98
31-14	FIND BV-CO-20-147 DREDGIN	5454	8288.00	152	16362	8288.00	51	41460.00	60000	10252.00	83
31-33	EMPLOYEE HEALTH CENTER	16602	16684.34	101	66408	54017.34	81	143937.66	199238	1283.00	99
31 **	PROFESSIONAL SERVICES	120636	75861.36	63	452459	333842.86	74	815585.33	1419688	270259.81	81

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
32-00	ACCOUNTING & AUDITING	6833	.00	0	27332	25000.00	92	47000.00	82000	10000.00	88
32 **	ACCOUNTING & AUDITING	6833	.00	0	27332	25000.00	92	47000.00	82000	10000.00	88
34-00	CONTRACT SERVICES	86164	133762.53	155	402993	284616.39	71	508917.59	1081084	287550.02	73
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	163833	172807.99	106	655332	519943.58	79	.00	1966000	1446056.42	26
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	18466	12735.83	69	73864	53723.26	73	167106.14	221600	770.60	100
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	268463	319306.35	119	1132189	858283.23	76	676023.73	3268684	1734377.04	47
39-00	CONTINGENCY	16421	.00	0	96878	.00	0	.00	228258	228258.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.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	20868	.00	0	105772	.00	0	.00	228258	228258.00	0
40-00	TRAVEL & PER DIEM	7382	.00	0	29780	836.93	3	.00	88930	88093.07	1
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	7382	.00	0	29780	836.93	3	.00	88930	88093.07	1
41-00	COMMUNICATION	13985	23902.45	171	56744	50734.10	89	100745.78	163688	12208.12	93
41 **	COMMUNICATION	13985	23902.45	171	56744	50734.10	89	100745.78	163688	12208.12	93
42-00	POSTAGE & FREIGHT	35270	32443.06	92	147428	106223.56	72	293021.81	428904	29658.63	93
42 **	POSTAGE & FREIGHT	35270	32443.06	92	147428	106223.56	72	293021.81	428904	29658.63	93
43-00	ELECTRIC/WATER/SEWER	65538	47490.11	73	262152	148561.63	57	518340.24	786484	119582.13	85
43 **	ELECTRIC/WATER/SEWER	65538	47490.11	73	262152	148561.63	57	518340.24	786484	119582.13	85
44-00	RENTALS AND LEASES	11550	65025.00	563	46201	86855.23	188	39848.77	138649	11945.00	91

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
44 **	RENTALS AND LEASES	11550	65025.00	563	46201	86855.23	188	39848.77	138649	11945.00	91
45-00	INSURANCE	47418	.00	0	189758	247457.32	130	.00	569154	321696.68	44
45 **	INSURANCE	47418	.00	0	189758	247457.32	130	.00	569154	321696.68	44
46-00	REPAIRS & MAINTENANCE	64075	50737.32-	79-	339829	184167.75	54	163422.54	588183	240592.71	59
46-02	REPAIR/MAINT BUILDING	21891	6078.73	28	87564	33618.72	38	43500.68	262701	185581.60	29
46-03	REPAIR/MAINT-VEHICLES	17137	4403.06	26	172880	79014.14	46	850.00	275556	195691.86	29
46-05	HYDRANT FEES	19246	19210.38	100	76984	76841.52	100	.00	230960	154118.48	33
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	122349	21045.15-	17-	677257	373642.13	55	207773.22	1357400	775984.65	43
47-00	PRINTING & BINDING	12269	11656.85	95	52939	33830.03	64	104352.13	168419	30236.84	82
47 **	PRINTING & BINDING	12269	11656.85	95	52939	33830.03	64	104352.13	168419	30236.84	82
48-00	PROMOTIONAL ACTIVITIES	17708	64461.38	364	35413	17230.11	49	.00	66225	48994.89	26
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	3332	.00	0	.00	10000	10000.00	0
48 **	PROMOTIONAL ACTIVITIES	18541	64461.38	348	38745	17230.11	45	.00	76225	58994.89	23
49-00	OTHER CHARGES & OBLIG.	18790	9670.44	52	73291	28038.49	38	182209.21	246034	35786.30	86
49-02	ADVERTISING	231	.00	0	477	1345.00	282	.00	2345	1000.00	57
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	1664	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	4434.39-	0	0	15729.19-	0	.00	0	15729.19	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
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
49-21	PD INVESTIGATIVE FUNDS	1110	.00	0	6108	.00	0	.00	15000	15000.00	0
49 **	OTHER CHARGES & OBLIG.	20547	5236.05	26	81540	13654.30	17	182209.21	268379	72515.49	73
51-00	OFFICE SUPPLIES	3492	1424.86	41	14028	5890.35	42	.00	42073	36182.65	14

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
51 **	OFFICE SUPPLIES	3492	1424.86	41	14028	5890.35	42	.00	42073	36182.65	14
52-00	OPERATING SUPPLIES	59434	43713.51	74	229713	337867.64	147	125637.45	705263	241757.91	66
52-02	UNIFORMS	2811	5132.94	183	11244	5753.44	51	16874.56	33750	11122.00	67
52-05	EMS 1st RESP-CONSUM SUPP	3803	1971.40	52	15212	13052.88	86	25580.29	45640	7006.83	85
52-07	JANITORIAL SUPPLIES	3072	1344.48	44	12288	7834.58	64	.00	36886	29051.42	21
52-10	HEATING FUEL	247	170.78	69	988	721.09	73	2246.91	2968	.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	3513.00	342	.00	0	3513.00-	0
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	1385	.00	0	5540	.00	0	.00	16617	16617.00	0
52-22	JAG BULLET PROOF V 2020	3087	.00	0	9261	1171.00	13	32789.00	33960	.00	100
52-30	FUEL, OIL, & LUBRICANTS	16971	12797.78	75	67884	39146.81	58	.00	203709	164562.19	19
52-33	EMPLOYEE HEALTH CENTER	8379	7346.50	88	33516	19292.08	58	81255.92	100548	.00	100
52 **	OPERATING SUPPLIES	99060	72477.39	73	386674	428352.52	111	284384.13	1179341	466604.35	60
53-00	ROAD MATERIALS/SUPPLIES	2333	2881.72	124	9332	9852.91	106	5851.74	28000	12295.35	56
53 **	ROAD MATERIALS/SUPPLIES	2333	2881.72	124	9332	9852.91	106	5851.74	28000	12295.35	56
54-00	MEMBERSHIP/PUBLICATIONS	4675	15757.50	337	29680	33910.96	114	.00	67163	33252.04	51
54 **	MEMBERSHIP/PUBLICATIONS	4675	15757.50	337	29680	33910.96	114	.00	67163	33252.04	51
55-00	TRAINING	8202	450.00	6	41731	16536.00	40	1920.00	123173	104717.00	15
55-01	EDA PROGRAM	833	390.00	47	3332	390.00	12	.00	10000	9610.00	4
55 **	TRAINING	9035	840.00	9	45063	16926.00	38	1920.00	133173	114327.00	14
56-15	IT-RELATED OPERATING EXP	172249	65350.47	38	737856	385813.16	52	46769.78	2105723	1673140.06	21
56-16	EMS DATA COLLECTION-BEMO	1155	.00	0	4620	.00	0	.00	13865	13865.00	0
56 **	TECHNOLOGY SYSTEMS	173404	65350.47	38	742476	385813.16	52	46769.78	2119588	1687005.06	20
58-97	LABOR	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
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	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	36452	15026.50	41	134356	15026.50	11	392886.23	425985	18072.27	96
63-04	FDOT LAP 2020-SIDEWALKS	705	.00	0	2115	78150.62-	3695-	81498.99	7750	4401.63	43
63 **	INFRASTRUCTURE	37157	15026.50	40	136471	63124.12-	46-	474385.22	433735	22473.90	95
64-00	MACHINERY AND EQUIPMENT	70618	36451.00	52	239640	98189.24	41	565447.24	804602	140965.52	83
64-01	BC EMS GRANT 2020 AWARD	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	5613	.00	0	11226	.00	0	.00	56127	56127.00	0
64-16	FIREHOUSE SUBS-EXTRAC EQ	2765	33180.00	1200	11060	33180.00	300	.00	33180	.00	100
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	78996	69631.00	88	261926	131369.24	50	565447.24	893909	197092.52	78
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

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
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	81546	.00	0	326184	978561.00	300	.00	978560	1.00-	100
81 **	AIDS TO GOVT AGENCY	81546	.00	0	326184	978561.00	300	.00	978560	1.00-	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	85000.00	0	0	85000.00	0	.00	0	85000.00-	0
83-01	MISC GRANTS/DONATIONS	10710	.00	0	14508	.00	0	.00	100200	100200.00	0
83-10	CARES CRF #107-2020	6082	61.20	1	6082	54802.45	901	.00	54741	61.45-	100
83 **	OTHER GRANTS & AIDS	16792	85061.20	507	20590	139802.45	679	.00	154941	15138.55	90
91-03	CDBG (103)	371	.00	0	1113	4084.00	367	.00	4083	1.00-	100
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	BUILDING PERMITS	27237	.00	0	108948	326846.00	300	.00	326846	.00	100
91-08	SEC 108 LOAN GUARANTEE	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	145475	145578.33	100	581900	582313.32	100	.00	1745706	1163392.68	33
91-21	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 RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	0	.00	0	0	.00	0	.00	0	.00	0
91-33	CP 303 FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	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
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	173083	145578.33	84	691961	913243.32	132	.00	2076635	1163391.68	44
FUND 001	TOTAL *********										
	GENERAL FUND	3507100	2857357.68	82	14213993	12565808.20	88	4366331.33	42158278	25226138.47	40
GRAND	TOTAL *********										
		3507100	2857357.68	82	14213993	12565808.20	88	4366331.33	42158278	25226138.47	40

FY 2021 Budget by Classification Report - Summary Listing

1/31/2021

Target for January 2021 is 33%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 66,526,376		$ 21,416,833	$ 45,109,543	32%
INTERGOVERNMENTAL/GRANTS	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 93,078		$ 47,546	$ 45,532	51%
OTHER SOURCES (NON-REVENUE)	$ 10,898,489		$ 118,122	$ 10,780,367	1%
REVENUE TOTALS	**$ 77,517,943**	**-**	**$ 21,582,500**	**$ 55,935,443**	**28%**
EXPENSE					
SALARIES AND BENEFITS	$ 17,169,162	$ -	$ 4,620,013	$ 12,549,149	27%
OPERATING EXPENDITURES	$ 28,859,099	$ 7,801,550	$ 6,445,043	$ 14,612,506	49%
CAPITAL OUTLAY	$ 3,092,449	$ 1,572,359	$ 417,376	$ 1,102,714	64%
GRANTS, AIDS AND OTHER	$ 28,397,235	$ -	$ 16,945,885	$ 11,451,350	60%
EXPENSE TOTALS	**$ 77,517,943**	**$ 9,373,909**	**$ 28,428,317**	**$ 39,715,719**	49%
REVENUE TOTALS	**$ 77,517,943**	**$ -**	**$ 21,582,500**	**$ 55,935,443**	**28%**
EXPENSE TOTALS	**$ 77,517,943**	**$ 9,373,909**	**$ 28,428,317**	**$ 39,715,719**	**49%**
	$ -	**$ (9,373,909)**	**$ (6,845,817)**	**$ 16,219,724**	

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	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	4,711,112	4,713,205.31	100	18,844,448	17,682,819.07	94	56,533,349	38,850,529.93
33	00	WATER CONNECTION FEE	44,592	40,530.00	91	178,368	175,780.08	99	535,105	359,324.92
33	*	WATER CONNECTION FEE	44,592	40,530.00	91	178,368	175,780.08	99	535,105	359,324.92
36	00	WATER HYDRANT FEES	249,222	303,536.83	122	996,888	1,211,075.80	122	2,990,667	1,779,591.20
39	06	HYDRANT RESID FLOW TEST	133	600.00	451	532	2,600.00	489	1,600	1,000.00-
39	07	BACKFLOW DEVICE TEST	12,083	17,814.16	147	48,332	71,092.76	147	145,000	73,907.24
39	08	JUMPER METERS	58	200.00	345	232	500.00	216	700	200.00
39	09	PLAN REVIEW/CONST INSPECT	1,000	2,500.00	250	4,000	11,500.00	288	12,000	500.00
39	10	BACKFLOW PRV/RLCT TEMP	41	105.42	257	164	321.68	196	500	178.32
39	*	WATER OTHER INCOME	13,315	21,219.58	159	53,260	86,014.44	162	159,800	73,785.56
51	00	SEWER SALES	491,570	540,762.13	110	1,966,280	2,128,561.80	108	5,898,843	3,770,281.20
51	*	SEWER SALES	491,570	540,762.13	110	1,966,280	2,128,561.80	108	5,898,843	3,770,281.20
59	01	GREASE TRAP PERMITS	516	694.17	135	2,064	2,738.39	133	6,200	3,461.61
60	00	REUSE WATER SALES	32,951	31,461.43	96	131,804	118,180.51	90	395,412	277,231.49
60	01	REUSE WATER INSTALLATION	583	118.10	20	2,332	11,662.53	500	7,000	4,662.53-
60	*	REUSE WATER SALES	33,534	31,579.53	94	134,136	129,843.04	97	402,412	272,568.96

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
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
343	**	PHYSICAL ENVIRONMENT	5,543,861	5,651,527.55	102	22,175,444	21,416,832.62	97	66,526,376	45,109,543.38
340	***	CHARGES FOR SERVICES	5,543,861	5,651,527.55	102	22,175,444	21,416,832.62	97	66,526,376	45,109,543.38
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	1,666	8,349.78	501	6,664	35,754.25	537	20,000	15,754.25-
10	02	INVESTMENT INTEREST	1,250	53.29	4	5,000	330.89	7	15,000	14,669.11
10	11	INTEREST/CBOS	416	.00		1,664	.00		5,000	5,000.00
10	*	INTEREST	3,332	8,403.07	252	13,328	36,085.14	271	40,000	3,914.86
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	3,332	8,403.07	252	13,328	36,085.14	271	40,000	3,914.86
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	.00		432	1,300.00	301	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		432	1,300.00	301	1,300	.00
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	250	2,044.85	818	1,000	2,537.75	254	3,000	462.25
365	**	SALE SURPLUS MTRLS &SCRAP	250	2,044.85	818	1,000	2,537.75	254	3,000	462.25
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,064	4,771.72	117	16,256	7,622.73	47	48,778	41,155.27
90	*	OTHER MISC REVENUES	4,064	4,771.72	117	16,256	7,622.73	47	48,778	41,155.27
369	**	OTHER MISC REVENUES	4,064	4,771.72	117	16,256	7,622.73	47	48,778	41,155.27
360	***	MISCELLANEOUS REVENUES	7,754	15,219.64	196	31,016	47,545.62	153	93,078	45,532.38
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
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
389		NON OPERATING SOURCES								
81 00		CONTRIBUTION LIFT STATION	0	.00		0	48,575.00		0	48,575.00-
82 00		CONTRIBUTION S MAINLAND	0	.00		0	1,775.96		0	1,775.96-
83 00		CONTRIBUTION VIERA	0	.00		0	67,770.86		0	67,770.86-
83	*	CONTRIBUTION VIERA	0	.00		0	67,770.86		0	67,770.86-
99 50		FUND BAL-APPROP. RESERVES	932,601	.00		3,437,681	.00		10,898,489	10,898,489.00
99	*	BALANCE FORWARD	932,601	.00		3,437,681	.00		10,898,489	10,898,489.00
389	**	NON OPERATING SOURCES	932,601	.00		3,437,681	118,121.82	3	10,898,489	10,780,367.18
380	***	OTHER SOURCES(NON-REV)	932,601	.00		3,437,681	118,121.82	3	10,898,489	10,780,367.18
FUND TOTAL		WATER/SEWER FUND	6,484,216	5,666,747.19	87	25,644,141	21,582,500.06	84	77,517,943	55,935,442.94

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

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
12-00 REGULAR SALARIES & WAGES	782468	586561.33	75	3129872	2397875.28	77	.00	9389659	6991783.72	26
12-10 SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12 ACCRUAL PAYOUTS	9323	5083.83	55	30638	99205.49	324	.00	105240	6034.51	94
12 ** REGULAR SALARIES & WAGES	791791	591645.16	75	3160510	2497080.77	79	.00	9494899	6997818.23	26
13-00 OTHER SALARIES & WAGES	60584	49146.74	81	242336	204771.66	85	.00	727064	522292.34	28
13 ** OTHER SALARIES & WAGES	60584	49146.74	81	242336	204771.66	85	.00	727064	522292.34	28
14-00 OVERTIME	57644	55281.16	96	230576	230876.12	100	.00	691762	460885.88	33
14-01 COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 ** OVERTIME	57644	55281.16	96	230576	230876.12	100	.00	691762	460885.88	33
15-00 SPECIAL PAY	150	150.00	100	600	600.00	100	.00	1800	1200.00	33
15 ** SPECIAL PAY	150	150.00	100	600	600.00	100	.00	1800	1200.00	33
20-00 CLOTHING/SHOE ALLOWANCE	1507	120.00	8	8188	17895.00	219	.00	20870	2975.00	86
20 ** CLOTHING/SHOE ALLOWANCE	1507	120.00	8	8188	17895.00	219	.00	20870	2975.00	86
21-00 FICA TAXES	68281	52080.29	76	272614	221056.59	81	.00	818898	597841.41	27
21 ** FICA TAXES	68281	52080.29	76	272614	221056.59	81	.00	818898	597841.41	27
22-00 RETIREMENT CONTRIBUTIONS	97490	75991.10	78	600552	530531.90	88	.00	1388749	858217.10	38
22-01 POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 ** RETIREMENT CONTRIBUTIONS	97490	75991.10	78	600552	530531.90	88	.00	1388749	858217.10	38
23-00 LIFE/HEALTH INSURANCE	20968	15544.48	74	83872	57423.68	69	.00	251635	194211.32	23
23-02 LIFE/HEALTH RETIREES	14381	20361.76	142	57524	58562.02	102	.00	172579	114016.98	34
23-03 CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04 MEDICAL/RX SELF INSURED	242637	165763.00	68	970548	600606.62	62	.00	2911682	2311075.38	21
23-05 HEALTH RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0
23-06 HEALTH RETIREES 100%	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

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 **	LIFE/HEALTH INSURANCE	277986	201669.24	73	1111944	716592.32	64	.00	3335896	2619303.68	22
24-00	WORKER'S COMPENSATION	44432	35898.48	81	177522	155457.54	88	.00	533024	377566.46	29
24 **	WORKER'S COMPENSATION	44432	35898.48	81	177522	155457.54	88	.00	533024	377566.46	29
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	1664	4129.77	248	.00	5000	870.23	83
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	1664	4129.77	248	.00	5000	870.23	83
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	12600	11000.00	87	50400	41021.64	81	.00	151200	110178.36	27
27 **	BENEFIT OFFSET	12600	11000.00	87	50400	41021.64	81	.00	151200	110178.36	27
31-00	PROFESSIONAL SERVICES	167098	21365.60	13	658732	64156.69	10	134022.72	1995529	1797349.59	10
31-01	LEGAL EXPENSES	45636	17812.36	39	182324	22915.46	13	64505.92	547421	459999.62	16
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	134209	101222.53	75	533983	138340.03	26	1536423.31	1607667	67096.34-	104
31-33	EMPLOYEE HEALTH CENTER	11865	12001.04	101	47460	38854.65	82	103534.35	142389	.00	100
31 **	PROFESSIONAL SERVICES	358808	152401.53	43	1422499	264266.83	19	1838486.30	4293006	2190252.87	49
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
34-00	CONTRACT SERVICES	103303	43407.36	42	412919	74655.96	18	359537.05	1239377	805183.99	35
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	548813	548814.00	100	2195252	2195256.00	100	.00	6585764	4390508.00	33
34 **	CONTRACT SERVICES	652116	592221.36	91	2608171	2269911.96	87	359537.05	7825141	5195691.99	34
39-00	CONTINGENCY	45386	.00	0	277644	.00	0	.00	640731	640731.00	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	45386	.00	0	277644	.00	0	.00	640731	640731.00	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
40-00	TRAVEL AND PER DIEM	1440	.00	0	5760	1441.00	25	.00	17308	15867.00	8
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1440	.00	0	5760	1441.00	25	.00	17308	15867.00	8
41-00	COMMUNICATION	17926	41897.33	234	67147	63268.65	94	128122.55	210577	19185.80	91
41 **	COMMUNICATION	17926	41897.33	234	67147	63268.65	94	128122.55	210577	19185.80	91
42-00	FREIGHT & POSTAGE SERVICE	2038	68.72	3	8152	596.73	7	.00	24490	23893.27	2
42 **	FREIGHT & POSTAGE SERVICE	2038	68.72	3	8152	596.73	7	.00	24490	23893.27	2
43-00	ELECTRIC/WATER/SEWER	203200	37235.40	18	812800	403646.57	50	1569426.09	2438430	465357.34	81
43 **	ELECTRIC/WATER/SEWER	203200	37235.40	18	812800	403646.57	50	1569426.09	2438430	465357.34	81
44-00	RENTAL AND LEASES	3519	4971.10	141	14076	6171.10	44	2800.00	42250	33278.90	21
44 **	RENTAL AND LEASES	3519	4971.10	141	14076	6171.10	44	2800.00	42250	33278.90	21
45-00	INSURANCE	38000	.00	0	250022	266559.15	107	.00	557551	290991.85	48
45 **	INSURANCE	38000	.00	0	250022	266559.15	107	.00	557551	290991.85	48
46-00	REPAIRS & MAINTENANCE	572689	363303.69	63	2286888	1435604.82	63	1039460.94	6868424	4393358.24	36
46-02	REPAIR/MAINT BUILDING	22794	2680.70	12	105089	7993.95	8	3904.00	287465	275567.05	4
46-03	REPAIR/MAINT-VEHICLES	20267	5335.95-	26-	81068	35228.27	44	.00	243232	208003.73	15
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	615750	360648.44	59	2473045	1478827.04	60	1043364.94	7399121	4876929.02	34
47-00	PRINTING & BINDING	603	.00	0	2412	48.00	2	3039.00	7280	4193.00	42
47 **	PRINTING & BINDING	603	.00	0	2412	48.00	2	3039.00	7280	4193.00	42
48-00	PROMOTIONAL ACTIVITIES	1666	250.00	15	6664	850.00	13	.00	20000	19150.00	4
48 **	PROMOTIONAL ACTIVITIES	1666	250.00	15	6664	850.00	13	.00	20000	19150.00	4
49-00	OTHER CHARGES & OBLIG.	3948	9619.02	244	14925	15241.66	102	1200.00	46550	30108.34	35
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	5466.74-	0	0	23709.37-	0	.00	0	23709.37	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
49-08	CASH OVER & UNDER	0	59.33	0	0	77.53	0	.00	0	77.53-	0
49-09	DOCUMENT RECORDING CHGS	250	810.00-	324-	1000	2260.00-	226-	.00	3000	5260.00	75-
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 **	OTHER CHARGES & OBLIG.	4198	3401.61	81	15925	10650.18-	67-	1200.00	49550	59000.18	19-
51-00	OFFICE SUPPLIES	1813	5.00-	0	7252	2034.07	28	.00	21802	19767.93	9
51 **	OFFICE SUPPLIES	1813	5.00-	0	7252	2034.07	28	.00	21802	19767.93	9
52-00	OPERATING SUPPLIES	51286	37557.49	73	204265	196339.09	96	122701.70	614601	295560.21	52
52-07	JANITORIAL SUPPLIES	769	249.09	32	3076	785.62	26	.00	9240	8454.38	9
52-09	CHEMICALS	317982	383984.00	121	1271928	1210605.33	95	2524682.33	3815792	80504.34	98
52-30	FUEL OIL & LUBRICANTS	25618	9420.15	37	102472	36616.83	36	74199.75	307446	196629.42	36
52-33	EMPLOYEE HEALTH CENTER	6027	5284.33	88	24108	13876.72	58	58447.28	72324	.00	100
52 **	OPERATING SUPPLIES	401682	436495.06	109	1605849	1458223.59	91	2780031.06	4819403	581148.35	88
53-00	ROAD MATERIALS/SUPPLIES	2498	.00	0	9992	139.30	1	20048.28	30000	9812.42	67
53 **	ROAD MATERIALS/SUPPLIES	2498	.00	0	9992	139.30	1	20048.28	30000	9812.42	67
54-00	MEMBERSHIP/PUBLICATIONS	3241	.00	0	12964	32829.96	253	.00	38923	6093.04	84
54 **	MEMBERSHIP/PUBLICATIONS	3241	.00	0	12964	32829.96	253	.00	38923	6093.04	84
55-00	TRAINING	8238	.00	0	32454	8378.53	26	5300.00	98399	84720.47	14
55-01	EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	8238	.00	0	32454	8378.53	26	5300.00	98399	84720.47	14
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	24883	4000.00	16	130216	198500.44	152	50194.84	325137	76441.72	77
56 **	TECHNOLOGY SYSTEMS	24883	4000.00	16	130216	198500.44	152	50194.84	325137	76441.72	77
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

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
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	0	.00	0	0	.00	0	.00	0	.00	0
62 ** BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00 INFRASTRUCTURE	192064	66575.73	35	489739	111391.25	23	1053071.05	2026285	861822.70	58
63-06 FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63 ** INFRASTRUCTURE	192064	66575.73	35	489739	111391.25	23	1053071.05	2026285	861822.70	58
64-00 MACHINERY & EQUIPMENT	80246	.00	0	284178	305984.84	108	519288.00	926164	100891.16	89
64-15 IT HARDWARE	11043	.00	0	47160	.00	0	.00	140000	140000.00	0
64 ** MACHINERY & EQUIPMENT	91289	.00	0	331338	305984.84	92	519288.00	1066164	240891.16	77
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
69-99 PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 ** CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00 OTHER DEBT SERVICE COST	11800	3000.00	25	75000	74200.00	99	.00	75000	800.00	99
73 ** OTHER DEBT SERVICE COST	11800	3000.00	25	75000	74200.00	99	.00	75000	800.00	99
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 TRANSFER TO GEN FUND 001	661062	650865.67	99	2613657	2603462.68	100	.00	7902158	5298695.32	33
91-23 TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24 RENEWAL & REPLACE 424	957073	.00	0	3828292	11484879.00	300	.00	11484879	.00	100
91-25 TO RESTRICTED ASSET 425	629917	511409.60	81	2519668	2325011.84	92	.00	7559005	5233993.16	31

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
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 424	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	2248052	1162275.27	52	8961617	16413353.52	183	.00	26946042	10532688.48	61
95-01	6% ILO FRANCHISE FEE	114582	114582.75	100	458328	458331.00	100	.00	1374993	916662.00	33
95 **	NONOPERATING	114582	114582.75	100	458328	458331.00	100	.00	1374993	916662.00	33
FUND 421	TOTAL ********* WATER/SEWER FUND	6457773	4053001.47	63	25936372	28428316.66	110	9373909.16	77517945	39715719.18	49
GRAND	TOTAL *********	6457773	4053001.47	63	25936372	28428316.66	110	9373909.16	77517945	39715719.18	49

FY 2021 Budget by Classification Report - Summary Listing

1/31/2021

Target for January 2021 is 33%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,811,269		$ 1,503,946	$ 307,323	83%
CHARGES FOR SERVICES	$ -		$ (819)	$ 819	100%
INTERGOVERNMENTAL/GRANT				$ -	0%
MISCELLANEOUS	$ -		$ 2,212	$ (2,212)	100%
OTHER SOURCES (NON-REVENUE)	$ 138,277		$ -	$ 138,277	0%
REVENUE TOTALS	**$ 1,949,546**	**$ -**	**$ 1,505,339**	**$ 444,207**	**77%**
EXPENSE					
SALARIES AND BENEFITS	$ 576,104	$ -	$ 159,262	$ 416,842	28%
OPERATING EXPENDITURES	$ 819,005	$ 47,146	$ 207,071	$ 564,788	31%
CAPITAL OUTLAY	$ 554,437	$ 292,363	$ 8,079	$ 253,995	54%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,949,546**	**$ 339,509**	**$ 374,412**	**$ 1,235,625**	**37%**
REVENUE TOTALS	**$ 1,949,546**	**$ -**	**$ 1,505,339**	**$ 444,207**	**77%**
EXPENSE TOTALS	**$ 1,949,546**	**$ 339,509**	**$ 374,412**	**$ 1,235,625**	**37%**
	$ -	**$ (339,509)**	**$ 1,130,927**	**$ (791,418)**	

*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	CHARGES FOR PUBLIC SVCS	368,713	78,520.61	21	1,661,269	1,503,899.64	91	1,661,269	157,369.36
23 03	PENALTIES	0	.00		0	45.99		0	45.99-
23 04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
23 *	STORMWATER	368,713	78,520.61	21	1,661,269	1,503,945.63	91	1,811,269	307,323.37
325 **	SPECIAL ASSESSMENT	368,713	78,520.61	21	1,661,269	1,503,945.63	91	1,811,269	307,323.37
320 ***	OTHER PERMITS & FEES	368,713	78,520.61	21	1,661,269	1,503,945.63	91	1,811,269	307,323.37
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
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	857.50-		0	818.89-		0	818.89
91 *	STORMWATER FEES	0	857.50-		0	818.89-		0	818.89
343 **	PHYSICAL ENVIRONMENT	0	857.50-		0	818.89-		0	818.89
340 ***	CHARGES FOR SERVICES	0	857.50-		0	818.89-		0	818.89
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	696.36		0	2,209.43		0	2,209.43-
10 10	SBA	0	.59		0	2.95		0	2.95-
10 *	INTEREST	0	696.95		0	2,212.38		0	2,212.38-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	696.95		0	2,212.38		0	2,212.38-
364	DISPOSITION FIXED ASSETS								

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	0	696.95		0	2,212.38		0	2,212.38-
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	13,828	.00		27,656	.00		138,277	138,277.00
99	*	BALANCE FORWARD	13,828	.00		27,656	.00		138,277	138,277.00
389	**	NON OPERATING SOURCES	13,828	.00		27,656	.00		138,277	138,277.00
380	***	OTHER SOURCES(NON-REV)	13,828	.00		27,656	.00		138,277	138,277.00
FUND TOTAL		STORMWATER UTILITY	382,541	78,360.06	21	1,688,925	1,505,339.12	89	1,949,546	444,206.88

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

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	28787	25384.37	88	115148	97195.30	84	.00	345447	248251.70	28
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	209	.00	0	627	2303.60	367	.00	2304	.40	100
12 **	REGULAR SALARIES & WAGES	28996	25384.37	88	115775	99498.90	86	.00	347751	248252.10	29
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	278	378.60	136	1112	1929.30	174	.00	3341	1411.70	58
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	278	378.60	136	1112	1929.30	174	.00	3341	1411.70	58
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	50	.00	0	200	600.00	300	.00	600	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	200	600.00	300	.00	600	.00	100
21-00	FICA TAXES	2206	1932.78	88	8808	7667.86	87	.00	26461	18793.14	29
21 **	FICA TAXES	2206	1932.78	88	8808	7667.86	87	.00	26461	18793.14	29
22-00	RETIREMENT CONTRIBUTIONS	2902	2576.30	89	11605	9944.65	86	.00	34837	24892.35	29
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2902	2576.30	89	11605	9944.65	86	.00	34837	24892.35	29
23-00	LIFE/HEALTH INSURANCE	624	461.88	74	2496	1664.43	67	.00	7488	5823.57	22
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	8475	5923.16	70	33900	21345.76	63	.00	101710	80364.24	21
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	9099	6385.04	70	36396	23010.19	63	.00	109198	86187.81	21
24-00	WORKER'S COMPENSATION	4094	3757.49	92	16355	15169.05	93	.00	49116	33946.95	31
24 **	WORKER'S COMPENSATION	4094	3757.49	92	16355	15169.05	93	.00	49116	33946.95	31

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
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	400	400.00	100	1600	1441.56	90	.00	4800	3358.44	30
27 **	BENEFIT OFFSET	400	400.00	100	1600	1441.56	90	.00	4800	3358.44	30
31-00	PROFESSIONAL SERVICES	8408	.00	0	33632	595.95	2	9004.05	100901	91301.00	10
31-01	LEGAL EXPENSES	41	.00	0	164	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	579	585.43	101	2316	1895.35	82	5050.65	6946	.00	100
31 **	PROFESSIONAL SERVICES	9028	585.43	7	36112	2491.30	7	14054.70	108347	91801.00	15
34-00	CONTRACT SERVICES	4214	144.26	3	11260	32236.39	286	4484.28	44979	8258.33	82
34-10	COST OF GENERAL FUND SVCS	14597	14897.00	102	63984	59588.00	93	.00	180770	121182.00	33
34 **	CONTRACT SERVICES	18811	15041.26	80	75244	91824.39	122	4484.28	225749	129440.33	43
39-00	CONTINGENCY	20044	.00	0	80426	.00	0	.00	240780	240780.00	0
39 **	CONTINGENCY	20044	.00	0	80426	.00	0	.00	240780	240780.00	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	186	486.50	262	744	629.13	85	1602.87	2232	.00	100
41 **	COMMUNICATION	186	486.50	262	744	629.13	85	1602.87	2232	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	164	8.20	5	.00	500	491.80	2
42 **	POSTAGE & FREIGHT	41	.00	0	164	8.20	5	.00	500	491.80	2
43-00	ELECTRIC/WATER/SEWER	1520	923.63	61	6080	2826.19	47	12390.45	18240	3023.36	83
43 **	ELECTRIC/WATER/SEWER	1520	923.63	61	6080	2826.19	47	12390.45	18240	3023.36	83
44-00	RENTALS AND LEASES	208	.00	0	832	250.00	30	.00	2500	2250.00	10
44 **	RENTALS AND LEASES	208	.00	0	832	250.00	30	.00	2500	2250.00	10
45-00	INSURANCE	819	.00	0	3276	5754.04	176	.00	9828	4073.96	59
45 **	INSURANCE	819	.00	0	3276	5754.04	176	.00	9828	4073.96	59

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
46-00	REPAIRS & MAINTENANCE	11874	713.15-	6-	39080	95842.32	245	9570.39	134076	28663.29	79
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3700	4777.64-	129-	14800	3343.67	23	.00	44400	41056.33	8
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	15574	5490.79-	35-	53880	99185.99	184	9570.39	178476	69719.62	61
47-00	PRINTING & BINDING	83	.00	0	332	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	332	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	268.72-	0	0	817.18-	0	.00	0	817.18	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	268.72-	0	0	817.18-	0	.00	0	817.18	0
51-00	OFFICE SUPPLIES	41	.00	0	164	.00	0	.00	500	500.00	0
51 **	OFFICE SUPPLIES	41	.00	0	164	.00	0	.00	500	500.00	0
52-00	OPERATING SUPPLIES	1062	72.95	7	4248	1171.36	28	2191.81	12751	9387.83	26
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	602	535.79	89	2408	2264.72	94	.00	7224	4959.28	31
52-33	EMPLOYEE HEALTH CENTER	294	257.77	88	1176	676.93	58	2851.07	3528	.00	100
52 **	OPERATING SUPPLIES	1958	866.51	44	7832	4113.01	53	5042.88	23503	14347.11	39
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	165.00	266	248	165.00	67	.00	750	585.00	22
54 **	MEMBERSHIP/PUBLICATIONS	62	165.00	266	248	165.00	67	.00	750	585.00	22
55-00	TRAINING	312	177.50	57	1248	640.50	51	.00	3750	3109.50	17
55 **	TRAINING	312	177.50	57	1248	640.50	51	.00	3750	3109.50	17
56-15	IT-RELATED OPERATING EXP	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
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
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	27475	.00	0	109083	8078.50	7	72790.67	328887	248017.83	25
63 **	INFRASTRUCTURE	27475	.00	0	109083	8078.50	7	72790.67	328887	248017.83	25
64-00	MACHINERY & EQUIPMENT	19074	.00	0	72958	.00	0	219572.50	225550	5977.50	97
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	19074	.00	0	72958	.00	0	219572.50	225550	5977.50	97
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	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	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	163498	53300.90	33	641422	374410.58	58	339508.74	1949546	1235626.68	37
GRAND	TOTAL *********	163498	53300.90	33	641422	374410.58	58	339508.74	1949546	1235626.68	37