City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, February 13, 2018

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 18-37 Approve the Agenda for the Regular meeting of February 13, 2018, as presented or with amendments.

Attachments: 02-13-18.pdf

MINUTES:

II.2(a) 18-38 Approve the Minutes for the Regular meeting of January 9, 2018, as written or with amendments.

Attachments: 01-09-18 Minutes.pdf
EXHIBIT A: Gray Road 1.pdf
EXHIBIT A: Gray Road 2.pdf
EXHIBIT B: FWC Boating Grant Programs 001.pdf

II.2(b) 18-39 Approve the Minutes for the Regular meeting of January 23, 2018, as written or with amendments.

Attachments: 01-23-18 Minutes.pdf
Exhbiit A: AARP Presentation.pdf
EXHIBIT B: Cocoa Waterfront 2018 001.pdf

III. AWARDS AND PRESENTATIONS:

III.1 18-33 Awarding of the US 1 Corridor Community Redevelopment Agency Business Recognition Award. (Community Services Director)

Attachments: Mitchell's Family Diner Award.pdf

III.2 18-43 Presentation on BACRAP. (Larry Sinclair)

Attachments: Email from Mr. Sinclair 001.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 18-21 Approve Task Order 2018-88 with CH2M Hill Engineers for Disinfection By-Product Formation Management - Bench and Pilot Treatability Testing - Phase 1. (Utilities Director)

Attachments: TO (2018-88) CH2M HILL UT (1-11-18) $101797

Task Order Scope 2018-88 DBPs Bench and Pilot Testing - Phase 1 010918

Task Order Scope 2018-88 DBPs Bench and Pilot Testing - Labor Breakdown

V.2 18-34 Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ, Effective January 1, 2017 through December 31, 2019. (Utilities Director)

Attachments: OUC Contract #4217-2 OQ.pdf

V.3 18-36 Award Bid #B-18-09-COC, Water & Wastewater Treatment Chemicals, to Air Products of Allentown PA, for the Purchase of Liquid Oxygen. (Utilities Director)

Attachments: Air Products - Purchasing Memo

Air Products - Bid Tabulation Sheet

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 18-11 Approve the Appointment of Mr. Lawrence Koss as a Regular member of the Planning & Zoning Board through November, 2020, and Ms. Marilyn Green as the 1st Alternate member to the Planning & Zoning Board. (Administrative Services Director)

Attachments: Koss- Board application 001.pdf
Green- Board application.pdf
Koss Consideration letter.pdf
Green Consideration letter.pdf
Planning and Zoning roster.pdf
US 1 RDA roster.pdf

VII.2 18-30 Approve a Code Enforcement Lien Reduction request in the amount $12,150.00 for the property located at 2009 N. Cocoa Blvd. (Chief of Police)

Attachments: 2009 N Cocoa Blvd-SD.pdf

VII.2 18-31 Approve a Code Enforcement Lien Reduction request in the amount $750.00 for the property located at Tax #2425112 located on Donley Street. (Chief of Police)

Attachments: Tax #2425112.pdf

VII.4 18-46 Approval of a Resolution dedicating and naming the new Fire Station #3 in honor of David Salisbury. (City Manager)

Attachments: Fire Station #3 Naming Resolution.docx

VIII. CITY BUSINESS:

VIII.1 18-35 Approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $122,363, and to commit $30,591 towards the match requirement in the application to provide victim advocate services to crime victims. The total amount equals $152,954. (Chief of Police)

Attachments: Grant Application.pdf

VIII.2 18-41 Ordinance No. 01/2018/1st Reading: Relating to Disorderly Conduct: Amending the City Code to Add a New Section 14-2 Entitled "Disorderly Conduct". (Chief of Police)

Attachments: ___-2018 Ordinance Disorderly Conduct

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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.

City Code Section 2-54 requires that an affirmative vote of a majority of a quorum present shall be necessary to enact an ordinance or adopt any resolution; except that two-thirds of the membership of the Council is required to enact an emergency ordinance. All ordinances require two readings, entitled first reading and second reading and public hearing, prior to adoption.

Members of the public speaking on public hearing items, though entitled to be heard by the City Council, are not entitled to an immediate response by either administrative staff members or Council once the public hearing is closed; however, Council discussion may or may not include a response. No question by the public should be addressed directly by the Administrative staff.

Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Representatives of recognized groups 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 issue 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.

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Legislation Details (With Text)

File #:	18-37	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	1/30/2018			**In control:**	City Council
On agenda:	2/13/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of February 13, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-13-18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 30, 2018
Agenda Date: February 13, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of February 13, 2018, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of February 13, 2018, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: February 13, 2018	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of February 13, 2018 (18-37)
2. Minutes: (a)Regular Meeting of January 9, 2018 (18-38)
   (b)Regular Meeting of January 23, 2018 (18-39)

III. AWARDS AND PRESENTATIONS:

1. Awarding of the US 1 Corridor Community Redevelopment Agency Business Recognition Award. (18-33). (Community Services Director)

2. Presentation on BACRAP. (18-43). (Larry Sinclair)

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.

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under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

1. Approve Task Order 2018-88 with CH2M Hill Engineers for Disinfection By-Product Formation Management - Bench and Pilot Treatability Testing - Phase 1. (18-21). (Utilities Director)

2. Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ, Effective January 1, 2017 through December 31, 2019. (18-34). (Utilities Director)

3. Award Bid #B-18-09-COC, Water & Wastewater Treatment Chemicals, to Air Products of Allentown, PA for the purchase of liquid oxygen. (18-36). (Utilities Director)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Approve the Appointment of Mr. Lawrence Koss as a Regular member of the Planning & Zoning Board through November, 2020, and Ms. Marilyn Green as the 1st Alternate member to the Planning & Zoning Board. (18-11). (Administrative Services Director)

2. Approve a Code Enforcement Lien Reduction request in the amount $12,150.00 for the property located at 2009 N Cocoa Blvd. (18-30). (Chief of Police)

3. Approve a Code Enforcement Lien Reduction request in the amount $750.00 for the property located at Tax #2425112 located on Donley Street. (18-31). (Chief of Police)

4. Approval of a Resolution dedicating and naming the new Fire Station #3 in honor of David Salisbury. (18-46). (City Manager)

VIII. CITY BUSINESS:

1. Approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $122,363, and to commit $30,591 towards the match requirement in the application to provide victim advocate services to crime victims. The total amount equals $152,954. (18-35). (Chief of Police)

2. Ordinance No. 01-2018/ 1st Reading: Relating to Disorderly Conduct; Amending the City Code to Add a New Section 14-2 Entitled “Disorderly Conduct”. (18-41). (Chief of Police)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

None.

X. REPORTS:

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

XI. ADJOURNMENT.

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Legislation Details (With Text)

File #:	18-38	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	1/30/2018			**In control:**	City Council
On agenda:	2/13/2018			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of January 9, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-09-18 Minutes.pdf EXHIBIT A: Gray Road 1.pdf EXHIBIT A: Gray Road 2.pdf EXHIBIT B: FWC Boating Grant Programs 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 30, 2018
Agenda Date: February 13, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of January 9, 2018, 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 for the Regular meeting of January 9, 2018, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

January 9, 2018

A Regular City Council meeting was held on Tuesday, January 9, 2018, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:12 p.m.

Chief Prince provided the invocation and Deputy Mayor Blanco led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Jeri Blanco	Deputy Mayor
	Brenda Warner	Councilwoman
	Clarence Whipple, Jr.	Councilman
	Anthony Garganese	City Attorney
	John Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk
ABSENT:	Don Boisvert	Councilman

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Karen Hamilton, Community Services Director; Gene Prince, Fire Chief; Michael Cantaloupe, Chief of Police; Teri Butler, Finance Director; Mike Georgio, Acting Public Works Director; Gail Bantugan, Leisure Services Manager; and Jason McCuen, Helpdesk Support Tech.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of January 9, 2018 (17-548)
2. Minutes: NA

* **MOTION by Deputy Mayor Blanco; Seconded by Councilwoman Warner, to approve the Agenda as presented for the Regular meeting of January 9, 2018.**

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

Mayor Parrish introduced Nemo, the Manager of the new Wawa in Cocoa. Councilman Whipple invited him to the meeting.

Nemo introduced himself as the General Manager for Wawa and has been a resident of Brevard County for 21 years. He was glad to be in Cocoa and mentioned it was a pleasure working with everyone in the area. Everyone has been very supportive and they have had very positive feedback.

Councilman Whipple thanked him again. Mayor Parrish pointed out that the Fire Department won the sub contest.

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Lawrence Sinclair, 1052 Mitchell St., Cocoa, Florida apologized to Attorney Garganese regarding a video that was on Florida Today and noted he was not aware that he was being recorded.

On another note, Mr. Sinclair mentioned he was in attendance to speak about an issue he had been holding onto since November of last year. He believed appointees of boards are giving their time to the city and the City needs these citizens to do this job. He believes anyone serving on a board, especially a quasi- judicial board should be held to the same ethics standards as Council. On November 16th he attended the Code Board meeting and witnessed Aleck Greenwood, member of Planning & Zoning Board, act in a way that no one

should act. No one should disrespect a Code Enforcement Officer. He feels that Mr. Greenwood should be removed from the Planning & Zoning Board.

Amy Langoni, 1018 Gray Road, Cocoa, mentioned that she last attended a meeting on October 24, 2017. She had been working closely with Mr. Wegerif and since the holiday's has not been in touch with him. They now have another issue other than the culvert. The road is now collapsing. She provided photos[1] to Council and advised that in the photos you could see where the street is decaying. Her fear is that cars and other vehicles would end up in the ditch. This area is about 10-20 feet away from the culvert. She would like to be able to use her driveway. She asked if steel plates could be placed on the culvert and felt that was not too much to ask. She further noted that Mr. Wegerif had explained the initial response from FEMA to her but mentioned there would be several. She would just appreciate the street to be fixed and the steel plates done.

City Manager Titkanich reminded Council of this issue and advised what the property owner was responsible for. The City Attorney would be issuing an opinion on this matter shortly.

Attorney Garganese asked if the road was City or County. In response, Ms. Langoni advised it was City. Attorney Garganese stated that a new issue was raised tonight regarding the road and the issue is who is responsible for the driveway that actually crosses the drainage culvert. His office is researching and studying that. Additionally, he is getting ready to issue an opinion regarding who is responsible for the driveway crossing the culvert. The road is a new issue and staff will get on it first thing.

Ms. Langoni noted for the record that she never asked the City to replace the driveway or wall, but to replace a culvert pipe. She has talked to Mr. Wegerif about this and what they were willing to do as homeowners. She has never mentioned an "attorney" to Mr. Wegerif or the City and was waiting to hear from FEMA.

City Manager Titkanich pointed out that the City needs to understand its liability and responsibility. He knows she wants the culvert replaced but they are trying to determine if it is the City's responsibility and that there were several issues.

[1] EXHIBIT A: Photos of 1018 Gray Road, Cocoa

Troy Stephan, 415 Delannoy Avenue, Cocoa, noted that for the past six months he filled a vacancy on the Planning and Zoning Board and he thought it was an honor to serve and provided a resume. He wanted Council to know that he was there to serve.

Allan Chapman, HCVA, 600 Florida Avenue, Suite 104, Cocoa, provided an update regarding the Holiday Arts & Crafts Fair. It was very successful and thanked City staff for their support. There were over 200 vendors and there was good entertainment. He introduced Ms. Nancy Elliott as the new Board Chair for HCVA. She was elected as Board Chair from Secretary.

Ms. Elliott thanked everyone and noted there were some exciting and different things planed for the Village and hoped that they would be well received. There were a lot of changes and she looked forward to sharing them with Council as they come along.

Brad Whitmore, 351 Rockledge Drive, HCVA, mentioned that the first ever "Sail to the Sun Rally Cruisers Seminar" had been held and it was a great success. They were not sure it would all come together due to the drama of the hurricane but they thanked the City for encouraging them to press on and do it. He thanked Ms. Bantugan from Leisure Services and thought the dinner at the Porcher House was outstanding.

It was a one day event and 78 paid entries were sold to the event. People flew in and drove from all over. The speaker was great and it was great exposure for the City. Everyone loved it and wants to come back. There are no final numbers but it was all worth it due to the exposure. They are going to try to return with a two day seminar. In closing they are at a pivotal time for Cocoa as they prepare to readdress the waterfront. He provided information[2] to the City Clerk regarding grant programs for the waterfront.

Mayor Parrish thanked him and thought the event was beautiful.

City Manager Titkanich reminded everyone of the Cocoa RDA Workshop being held on Wednesday, January 13th at the Civic Center regarding the waterfront.

V. CONSENT AGENDA:

[2] EXHIBIT B: FWC Boarding Grant Programs

1. Award Bid No. B-18-08-COC, Water & Wastewater Treatment Chemicals (Quick Lime) to Carmeuse Lime, Pittsburgh, PA, for purchase of Quick Lime for the Dyal Water Treatment Plant. (17-540). (Utilities Director)

2. Approve a Cooperative Purchase Agreement with Insituform Technologies, LLC, for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers "Piggy Backing" off of an existing City of Daytona Beach Contract No. 0113-1010, Effective July 8, 2017 through July 7, 2018. (17-546). (Utilities Director)

3. Approve the FY 2017-2018 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $354,478.84. (17-547). (Community Services Director)

*** MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve the Consent agenda.**

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 12-2017/2nd & Final Reading: Amending Appendix A-Zoning of the Cocoa Code of Ordinances, and prohibiting medical marijuana treatment center dispensing facilities from locating within the City. (Community Services Director). (18-4). (Community Services Director)

City Attorney Garganese read Ordinance No. 12-2017 into the record, by title only, as follows. He advised that this was the second and final reading of the Ordinance and there had been no changes to the Ordinance since it was presented at the first reading.

ORDINANCE NO. 12-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A-ZONING OF THE CODE OF THE CITY OF COCOA; PROHIBITING MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES FROM LOCATING WITHIN THE CITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Parrish opened the hearing to the public. There being no response, the public portion of the hearing was closed.

City Manager Titkanich advised that at the first hearing there were concerns expressed that the City was banning dispensaries and it would affect those who could legally or lawfully purchase marijuana. There are currently twenty five (25) dispensaries in the state, two of which are in Orlando, and all of them provide delivery services. Those who are able to receive it for medical purposes they can have it provided through delivery.

* **MOTION by Deputy Mayor Blanco; Seconded by Councilman Whipple, to approve Ordinance No. 12-2017 on second and final reading.**

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VII. COUNCIL BUSINESS:

1. Approve the requested 2018 street closures in association with the proposed Special Events. (17-538). (Community Services Director)

Ms. Hamilton noted this item comes on an annual basis regarding known street closures for events happening in Cocoa Village. A listing of dates and events are provided in the agenda item.

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve the requested 2018 street closures in association with the proposed Special Events.**

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Consider the Reappointment of Mr. Joe Robinson as a regular member of the Housing Authority of the City of Cocoa through December 31, 2021. (17-549). (Administrative Services Director)

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Blanco, to approve the Reappointment of Mr. Joe Robinson as a regular member of the Housing Authority of the City of Cocoa through December 31, 2021.**

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. CITY BUSINESS:

1. Approve an Extension to the Period of Performance for the Continuation of Work with Petticoat-Schmitt Civil Contractors, Jacksonville, Florida, under Bid #B-16-09-COC, Filter Media Removal and Replacement; To Approve a Budget Resolution Amending the FY2018 Budget using Restricted Cash Carry Forward/Restricted Assets; To Approve Amendment #1 to the Form of Agreement to Allow for Repairs to Groundwater Filter #6; To Authorize the City Manager to Execute the Amendment and approve the Purchase Order. (18-1). (Utilities Director)

Mr. Walsh presented the item and explained that this work was started last year. It is continuing this year, however, repair work also needed to be done that they were unaware of until they started working.

* **MOTION by Councilman Whipple; Seconded by Councilwoman Warner, to approve the item.**

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Approve the submittal of an application for the Florida Inland Navigation District (FIND) Waterway Hurricane Relief Fund to restore damaged waterfront amenities as a result of Hurricane Irma. (18-6). (Community Services Director)

Ms. Hamilton explained the item, noting that this grant would allow the City to rebuild part of the waterfront that was damaged by Hurricane Irma. The application would be submitted before the FIND meeting and they were also asking for approval of Resolution No. 2018-002, which is necessary for the approval.

Assistant City Manager Fuhrer added that since Hurricane Irma, there were still significant damages to the waterfront. He spoke in detail about the FEMA reimbursement grant, and advised that this FIND Hurricane Relief grant will provide relief for prior FIND projects not being supported by FEMA or the insurance carrier.

The support from FEMA will be 75% which would leave the City responsible for 12.5% and the State 12.5%. The insurance claim was denied so there will not be any assistance from them. The estimated cost is about $1.2 million, and as noted in the agenda item, the amount being asked for is $325,000. This is about 25%. This amount is being asked for so that they can be assured they have the funds. The application cycle for this grant is revolving, so there is no deadline, but it is first come, first serve, so they anticipate having all of the documents and paperwork completed by next week so that it could be submitted to the FIND representative and the City's Grants Administrator for review. The City will be awarded immediately if the grant is approved.

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve the submittal of an application for the Florida Inland Navigation District (FIND) Waterway Hurricane Relief Fund to restore damaged waterfront amenities as a result of Hurricane Irma and approve Resolution No. 2018-002.**

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 11/30/2017. (17-533). (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. (17-543). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (17-544). (Finance Director)

4. FY 2018 Budget Adjustment Report. (17-545). (Finance Director)

X. REPORTS:

Mayor Parrish invited Captain Ed Lanni up to the podium. Captain Ed stressed the importance of getting the waterfront project done. He wished all a Happy New Year. He asked about Ms. Dingman in Public Works. In response, Ms. Gemmati noted she was no longer with the City. He stated she would be missed.

Mr. Georgio advised that the Church Street Nutrient Baffle Box project started yesterday, with 180 day calendar for completion. He explained what the project entailed and assured Council it should move along quickly.

Chief Cantaloupe pointed out that today was National Law Enforcement Appreciation Day. He thanked everyone for stopping by the department and for the nice comments on Facebook.

Chief Prince reminded everyone that February 1st was the move in date for the new Fire Station #1 and the open house would be on Saturday, February 24th.

Ms. Hamilton thanked Community Services for the great job putting the finishing touches on the Annual Economic Development Update breakfast which will be held on Friday, January 12th.

Mayor Parrish asked Mr. Walsh about the Sykes Creek Bridge and the teetering that it was doing. Mr. Walsh explained that the County had received funding and would be stabilizing the bridge. SR 528 has already been stabilized.

Mayor Parrish reiterated that the County had the money. In response, Mr. Walsh confirmed and stated they were procuring contractors.

City Manager Titkanich wished all a Happy New Year and advised that the legislative session started today. He pointed out HB 17 (CRA) and HB 18 regarding travel for public elected officials were of topic. He assured them that they would continue to keep Council informed and will copy them on any emails that is sent in regards to the bills.

Additionally, Florida League of Cities Legislative Actions days are January 29-31st. Registration needs to be done and hotels need to be reserved for those Council members interested in attending.

Mayor Parrish and Deputy Mayor Blanco will both attend. Councilman Whipple will let the City Clerk know by tomorrow. City Manager Titkanich will also be attending.

He thanked Representative Goodson and Senator Mayfield for meeting with him. He had about an hour with each of them and was very appreciative of their time and willingness to listen to the City's concerns.

He reiterated that all of his comments in regards to bills will be sent off accordingly and he promised to keep Council apprised.

In closing, he advised that he would see everyone Friday at the AEDU, where Dr. Sean Snaith will be the guest speaker. He works for UCF and is a very respected economist.

He wished all a Happy New Year and looked forward to working with staff and Council this year.

Councilwoman Warner asked all Council if they had the FLC app where they could receive the call-in alerts and could listen to the session. In addition, City Manager Titkanich stated that FLC also has a legislative bills summary that is updated frequently.

Councilman Whipple thanked Wawa for coming to Cocoa and having their business in our community.

Councilman Whipple further thanked the Mayor for composing a condolences letter for Ms. Mary George, as she passed away. The funeral was this past Saturday. He read the letter at the service and it was well received. She was 104 years old.

Councilwoman Warner advised that she missed the December meeting because she was in Orlando for the AKC National Dog Show. Canine Copper attended and showed very well with a young lady from Umatilla. She thanked Chief Cantaloupe and Officer Hattaway for coming over to the show. It was great exposure for Cocoa and the American Kennel Club did a story on their website about Copper. Everyone has been asking if he would be back.

Councilman Whipple reminded everyone of the Martin Luther King Jr. parade on Monday, January 15th from 12-3 p.m. It will begin at Provost Park on Varr

Avenue and head east on SR 520 to Riveredge Blvd. It will end at Riverfront Park.

Councilwoman Blanco wished everyone a Happy New Year and hoped everyone enjoyed their holidays. She looked forward to a successful 2018.

She spoke about the meeting tomorrow night at the Cocoa Civic Center regarding the Waterfront and stressed the importance of getting it done right. Public input is vial and important.

In closing, she reiterated that the AEDU Breakfast was this Friday morning, January 12th and the speaker is going to be great.

She also thanked Mr. Georgio for helping with an issue in the College Manor area and there were also several citizens who reached out to thank the City crews.

Mr. Georgio thanked her and noted he would pass on the information to his staff.

Mayor Parrish wished everyone a Happy New Year and believes that it will be a great 2018. He wants everyone in the City to be proud of where they live. He told Mr. Sinclair that what he is doing was great and to keep going. All other cities are having crime problems, and there were no murders last year in the City of Cocoa. He could not be any prouder. Projects are going up and things are going great.

He is thankful and it takes great leaders to show up to meetings and have goals, initiatives, and to make this a great city.

XI. ADJOURNMENT.

*** MOTION by Deputy Mayor Blanco; Seconded by Councilman Whipple, to adjourn the Regular meeting of January 12, 2018.**

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 7:16 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT A: Photos of 1018 Gray Road, Cocoa

EXHIBIT A:Photos of 1018 Gray Road, Cocoa


01/03/2018 16:35

Boating Grant Programs

Boating Regulations
Safety & Education
Anchoring & Mooring
Waterway Management
Boat Ramps & Access
Boating Grant Programs
- FBIP
- BigP
- Derelict Vessels
- Safety & Education

Advisory Council
Spring Aboard
Operation Dry Water
Vessel Hotline
Irma Vessels

Grant programs to enhance boating access and other boating-related activities from the Florida Boating Improvement Program (FBIP), funding for transient tie-up facilities for boats 26' or longer from the Boating Infrastructure Grant Program (BigP), assistance for removal of derelict vessels from the Derelict Vessels Removal Grant Program and other boating-related grant programs.



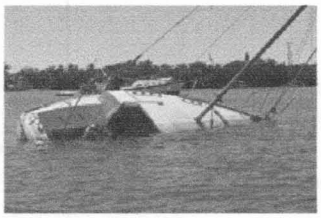
Florida Boating Improvement Program (FBIP)
Grant program to enhance boating access and other boating-related activities

Application Period
Closed. The next application period is schedule to open February 2018.



Boating Infrastructure Grant Program (BIG)
Grant program for transient tie-up facilities for boats 26 feet or longer

Application Period
May 22, 2017 through August 3, 2017



Derelict Vessel Removal Grant Program
Grant program to local governments for the removal of derelict vessels from Florida waters

Application Period
Open. Applications are being accepted from January 8, 2018 through February 21, 2018 for the Derelict Vessel Removal Grant Program.
Go To: MyFWC.com/DVgrant or call (850) 617-9540



Boating Safety and Education Program
Grant program to improve boater knowledge of boating regulations and safe boating

Application Period
Pending availability of funding

Other Grant Programs

Grant programs to fund boater education and safety, aids to navigation, and other projects to enhance recreational boating in Florida may be established as funding is received. Consult this site for any future additions.

Related Grant Programs T.D.C., IRL, Council,

- Boating Safety Grants - BoatUS Foundation
- Clean Marina Program - DEP
- Coastal Partnership Initiative
- Florida Communities Trust - DEP

- Florida Inland Navigation District
- Florida Recreation Development Assistance Program - DEP
- Greenways and Trails - DEP
- Stan Mayfield Working Waterfronts Program
- Waterfronts Florida Program - DEO
- Clean Vessel Act Grants - DEP

FWC Facts:
Navigation charts identify seagrass beds as light green or marked as "grs" on the chart.

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FLORIDA HAS A RIGHT TO KNOW
Holding Government Accountable

Pursuant to section 120.74, Florida Statutes, the Fish and Wildlife Conservation Commission has published its 2017 Agency Regulatory Plan.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Employee Resources (Password required)
Intranet Portal | Outlook E-Mail | Retiree Info
Disaster Information for FWC Employees

Legislation Details (With Text)

File #:	18-39	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	2/1/2018			**In control:**	City Council
On agenda:	2/13/2018			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of January 23, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-23-18 Minutes.pdf Exhbiit A: AARP Presentation.pdf EXHIBIT B: Cocoa Waterfront 2018 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 1, 2018
Agenda Date: February 13, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of January 23, 2018, 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 for the Regular meeting of January 23, 2018, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

January 23, 2018

A Regular City Council meeting was held on Tuesday, January 23, 2018, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:07 p.m.

Councilman Whipple provided the invocation and Councilman Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Jeri Blanco	Deputy Mayor
	Don Boisvert	Councilman
	Brenda Warner	Councilwoman
	Clarence Whipple, Jr.	Councilman
	Anthony Garganese	City Attorney
	John Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Karen Hamilton, Community Services Director; Jonathan Lamm, Deputy Fire Chief; Michael Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Robert Beach, Chief Information Officer; and Tre Folston, Helpdesk Support Tech.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of January 23, 2018 (18-9)
2. Minutes: N/A

Councilman Boisvert requested the additions of Item III.2, a presentation of Rocket Crafters; and Item VII.2, the Naming of Fire Station #1.

* **MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to approve the Agenda as amended for the Regular meeting of January 23, 2018.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Presentation of the Senior Community Service Employment Program. (17-502). (Administrative Services Director)

Ms. Gemmati introduced Ms. Nancy Heller, with the AARP Foundation. Ms. Heller provided a brief presentation[1] explaining the Senior Community Service Employment Program in detail.

Ms. Heller explained that the grant for the program is through the Department of Labor and they have served more than 400,000 people. The program is designed for low-income, older workers.

She spoke about the program's goal and the eligibility guidelines for the program. Participants must be over 55 years of age, financially qualified (low income or no income), and unemployed.

Services provided were described in detail and Ms. Heller mentioned the stipulations for becoming a host agency. Additionally, she advised that 11 months was the average amount of time someone typically stays in the program.

Their motto is "Your Job Is To Get A Job, Our Job Is To Help You!"

[1] EXHIBIT A: AARP Foundation, Senior Community Service Employment Program (SCSEP)

Mayor Parrish asked how many people were on the waiting list. She advised that there were 78 participants in Brevard County and you have to qualify from an income perspective.

Ms. Heller thanked the City for partnering with them.

Ms. Gemmati explained that this program was looked into after Councilwoman Warner brought it to her attention at a Budget Workshop. There is already an employee working in HR, and a position in IT is in the works.

Council members thought it was a great program.

2. Rocket Crafters Presentation

Sean Mirsky and Sid Gutierrez, CEO, with Rocket Crafters, thanked the City for allowing them to open their business here. They have successfully completed a handful of test fires on their Cidco property. They appreciated the opportunity to expand their business in Cocoa. Furthermore, the Discovery Channel was on their property today to film a show.

Sid Gutierrez, CEO of Rocket Crafters, is a two time Space Shuttle Commander. He advised that he was on the Columbia in 1991 and on the Endeavor in 1994. He explained that the same material that legos are made out of is what is used in their rockets. They are dedicated to making access to space reliable. He spoke in furtherance about their rockets and donated a photo of what their Intrepid 1 rocket will look like.

Mayor Parrish thanked them and stated that he believes they are the future. He asked Mr. Gutierrez if flying on the shuttle was exhilarating. In response, Mr. Gutierrez pointed out that he was the commander and kept busy. Everyone is instrumental in the mission.

IV. DELEGATIONS:

Amy Langoni, 1018 Gray Road, Cocoa, excused herself and did not speak.

Larry Sinclair, 1052 Mitchell Avenue, Cocoa, apologized for forgetting to thank Mayor Parrish, Councilwoman Warner, and Chief Cantaloupe for helping with the Broadmoor Acres Santa visits. He spoke about the smoke detector installations on February 3rd, noting that they were partnering with the Fire Department and

the American Red Cross. They may have 160 homes with new smoke detectors if all goes well. Additionally, he spoke about the equality of codes and rules and that Code Enforcement officers should not be disrespected by board members and businesses should not have to deal with unlicensed or unpermitted homes. All things should be enforced equally. Council agreed and mentioned they were with him 100%.

Aleck Greenwood, 640 Brevard Avenue, Cocoa, provided a quick update regarding the ordinances that he spoke about last time. The Planning and Zoning Board decided unanimously to update the tree ordinance. The Chain Link fence ordinance is not being enforced because there is a question as to if it exists. Another area of concern was driveways. The Code Board agreed to look further into this. He questioned the use of gravel, pointing out that there was not permit requirements for gravel or brick pavers. However, later he found out that there are land development regulations and code board rules. There is not an ordinance for this and there is a situation where it needs to be clarified. It should not be a situation where it keeps people from renovating. In closing, he noted that the statement made twice by Mr. Sinclair can be proved that it was not what he was accusing him of. Next time he sees him wearing flip flops at a council meeting he is going to say something.

Bob Harvey, 29 Riverside Drive, Cocoa Resident and Port Canaveral Commissioner, provided a brief update of the Port. They will soon be voting on a new Master Plan that gets updated every 10 years. Cruise terminal #3 has also been approved. They are still maintaining Jetty Park and are keeping all of the restaurants and character of the Port. It is the people's port.

Mr. Harvey provided a thank you to Council for helping in the delivery of toys in Broadmoor Acres and thanked all who donated. Approximately 184 kids received a gift. He further spoke about the installation of fire alarms on February 3rd. He closed stating that smoke alarms will save a life.

Brad Whitmore, 351 Rockledge Drive, from HCVA, advised that this was the first meeting since the public meeting on the waterfront. He felt that everyone was on board and that HCVA would like to be involved. He read information into the record regarding the revitalization of the Cocoa waterfront[2]. He asked when Lee Wenner Park would be opened.

[2] EXHIBIT B: Cocoa Waterfront 2018: Repair, Replace, Improve

In response, City Manager Titkanich advised there were still a few things to look at and when they do information will be disseminated to the public. Assistant City Manager Fuhrer noted that there were still repairs being done to the docks. The Park should be open by Monday.

Mr. Whitmore stated that the City has done a great job cleaning it up.

Councilman Whipple asked about mailing lists for upcoming meetings and if invitations were mailed out. He further asked if the Cocoa Village Neighborhood Coalition was notified. Mr. Whitmore advised that he was not sure, but that they have a Facebook page. Councilman Whipple wanted to ensure that everyone has an opportunity to come and add input.

City Manager Titkanich assured Councilman Whipple that there was ample input from citizens outside of the City and this conversation should be done with Cocoa CRA.

Mayor Parrish added that this was a large public space which the City controls. He wanted to make sure everyone has a hand. Mr. Harvey clarified that the City schedules the meetings, not HCVA. Mayor Parrish thanked Mr. Whitmore for his interest in the waterfront. Mr. Whitmore appreciates everything that the City has done.

V. CONSENT AGENDA:

1. Approve the purchase of twelve new Panasonic Toughbook computers budgeted in account 001-2100-521.64-15 and approved in CIP CP-PD-18L1. (17-541). (Chief of Police)

2. Authorize City Manager to Approve Final Payment to Cheney Lime and Concrete, Jacksonville, Florida, for December Deliveries of Quick Lime to the Dyal Water Treatment Plant. (18-13). (Utilities Director)

3. Approve Danella Construction Corporation of Florida, Inc. as the selected vendor for award of RFP# P-18-04-COC, Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance. Authorize the City Manager to execute a contract with Danella Construction Corporation of Florida, Inc. in response to Request for Proposals RFP# P-18-04-COC. (18-16). (Assistant City Manager)

*** MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to approve the Consent agenda.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Approve the Cancellation of the following City Council meetings: November 27, 2018 and December 25, 2018 due to the holiday seasons. (18-12). (Administrative Services Director)

* **MOTION by Councilwoman Warner; Seconded by Councilman Boisvert, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval of a Resolution naming the new Fire Station #1 as the Tyler Furbish Fire Administration Building. (18-32). (City Manager)

City Manager Titkanich presented this item, advising that staff was proposing to name the new Fire Station #1 as the "Tyler Furbish Fire Administration Building". He provided information from the City Code regarding the naming of buildings and provided a brief history of Mr. Furbish. He mentioned that not only was he a council member, but an advocate and supporter of public safety. He was very vocal in the changing of the methodology of the fire assessment and enhancing the services provided by the fire stations. Furthermore, he served on the design and selection committee for the new fire stations on behalf of Council.

Mayor Parrish spoke in regards to Mr. Furbish and stressed his passion for public safety. During his last days, they asked what they could do for him, and he stated they could name the fire station after him.

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

None.

MULTI-YEAR CONTRACTS:

1. Approve a Multi-Year Agreement to purchase a ShoreTel Phone System. Approve a Sole Source Resolution waiving competitive bidding to use Five9 Cloud Contact Center platform through Verteks Consulting, Inc., an approved re-seller using the NASPO Valuepoint (formerly WSCA/NASPO) Master Contract Number AR627. To approve a Resolution Amending the Fiscal Year 2018 Budget through the use of General Fund Contingency. Authorize the City Manager to finalize all terms and execute and sign all required contracts. (18-8). (Assistant City Manager)

   Assistant City Manager Fuhrer presented this and mentioned that there was a lot going on with the item. In short, it is for the replacement of the existing phone system.

   In 2015, the phone system was replaced with a managed phone system and there have been many issues and outages in this period, and they still continue. There were issues during the hurricane also. Staff met with the vendor and provided them ample time to fix the issues. Their contract expires in March, 2018. A significant amount of research was done with other government entities and this system seems to be a very good system.

   Additionally, the City will have control of the system and issues can be addressed in-house. It will also leverage the use of the existing infrastructure and Verteks, who is the vendor. Many other local government agencies have expressed their support of the vendor.

   The second part of the item is the purchase of the Five9 Cloud system for Customer Service. Staff met and determined the needs in the Customer Service Area. This system is cloud based and will allow staff to retrieve and return calls much easier. There are many more possibilities that will allow staff to access customers.

   Councilman Boisvert asked if there was a way that the phones can be forwarded in offices so that it is answered by someone. He wants it all set up correctly the

first time. In response, Assistant City Manager Fuhrer advised that there was a way they can be set up to automatically transfer.

Mr. Beach added that the great thing is that there will be administrative control to fix the phones so that they can make sure they are being answered. He reiterated that this system will be controlled by the City, not by the vendor.

Councilman Whipple asked how much time was put into the research for a new system and how many other cities use this system. In response, Mr. Beach stated that they gave the current vendor every opportunity to mitigate the issues that we currently have. Furthermore, he noted that the City of Clermont, Mount Dora, Pensacola, St. Johns Water Authority, Margate, Coconut Creek, etc. utilize this system. There are also some counties who use it.

Further discussion was held regarding the phone system.

* **MOTION by Councilwoman Warner; Seconded by Councilman Boisvert, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval of Resolution #2018-003 waiving the competitive bidding process by reason of sole source for the procurement of professional services of Alcalde & Fay, LTD for federal lobbying services on behalf of the City of Cocoa, and approval of Resolution #2018-004 amending the Fiscal Year 2018 Budget, through the use of General Fund Contingency. Approval of contract effective January 1, 2018 through December 30, 2018 with authorization for the City Manager to finalize and execute contract for services approved by the City Attorney. (18-24). (City Manager)

City Manager Titkanich explained this item and reminded Council that at the December City Council meeting this was discussed. Maurice Kurland with the firm was in attendance and asked for a new contract regarding lobbying services.

He explained in detail what this item entailed and pointed out that the most significant item that may exist in the future is when and if the infrastructure bill comes out they will make funding available to local governments. Based on Council's direction staff was seeking approval of a sole source resolution and a

multi-year contract, which would be from January 1, 2018 through December 31, 2018.

Lastly, City Manager Titkanich advised that all Council received an email regarding the Washington DC Fly-In. He provided his comments and does not believe it is appropriate.

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve the item.**

AYES: Parrish, Boisvert, Warner, Whipple
NAYS: Blanco

THE MOTION CARRIED (4-1)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 12/31/2017. (18-5). (Finance Director)

2. 2017 Fire Incident Summary Report. (18-7). (Fire Chief)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (18-17). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (18-18). (Finance Director)

5. FY 2018 Budget Adjustment Report. (18-19). (Finance Director)

X. REPORTS:

Captain Ed Lanni, Indian River Drive, thought that Cocoa went above and beyond regarding the money raised for Ms. Dingman.

He noted that he was picked to go on an Honor Flight as a veteran to Washington D.C. and Mayor Parrish was going as his guardian. That will be on April 21st.

Mr. Wegerif was very happy to be back to work and thanked his wife, family, and medical staff for taking care of him. He further thanked his co-workers, managers, and staff for handling everything while he was out. He never picked up his phone and did not have to worry about anything.

Deputy Chief Lamm spoke about the upcoming smoke detector installation in Broadmoor Acres and shared two stories about the American Red Cross and Sunrise Village. He mentioned that this outreach program is a phenomenal program and through the stories you can see what a good program it is.

Ms. Hamilton thanked Board members, Community Services staff, the City Manager, Ms. Senger, and all others for their help with the AEDU. Everyone seemed very happy and it was well received. She thanked everyone for their support.

On February 6th, there will be a ribbon cutting for Clearlake Isles. Additionally, the Cocoa CRA issued two RFP's. One is for the old City Hall and the other is for the old Oak's Mobile Home Park. Information is available on the Economic Development section of the website.

The RFP's will be due in March. On February 5th there will be an informational session and beyond that any other inquiries will need to be in writing.

Mr. Walsh mentioned the Utilities Advisory Board meeting being held on Wednesday, January 24, 2018.

City Manager Titkanich advised that he would be leaving on January 29th and returning on February 1st for the FLC Legislative Actions Days in Tallahassee. This Friday there was a meeting where two important issues would be discussed, which are Proposal 95 and Proposal 61. He will get the information out to Council and will send a letter on behalf of the City in regards to the proposals.

He spoke about Mardi Gras and advised that a meeting had been held with Mr. Deuterman. He is pulling out of the event and at this point, there will not be a Mardi Gras event. There have been others who have voiced that they would like a parade, but he was not sure that could be pulled off at this time.

Councilman Whipple announced the Alliance for Neighborhood Restoration's Health and Wellness Fair, which will be held at 307 Blake Avenue. It will be held on February 3rd from 9 a.m.-2 p.m. He encouraged all to attend.

Councilwoman Warner thanked staff for the AEDU event. She was amazed by the speaker and the attendance and she has been too a lot of them.

Councilman Boisvert asked about the status of the welcome signs on S.R. 524. In response, Assistant City Manager Fuhrer assured him they were in production and should be ready the first or second week of February.

Councilman Boisvert mentioned the sidewalks downtown and noted that the sidewalks in front of Pub Americana are disgusting and need to be cleaned. Someone visiting from up north brought it to his attention. Mayor Parrish agreed and pointed out that there were other areas that also needed to be cleaned in the Village.

Discussion was held on whose responsibility that would be and City Manager Titkanich stated if it was in the area of their outdoor café it would be the owner's responsibility.

City Manager Titkanich assured him it would be followed up on.

Councilman Boisvert asked when the workshop would be held in regards to the Police Department study. City Manager Titkanich advised that they have requested dates so a workshop could be scheduled. He further noted, for the record, that he called Reverend Dennis and provided the update as well.

Councilwoman Blanco also thanked staff for the AEDU. It was a great turnout and she enjoyed the speaker. She pointed out that if anyone ever has the opportunity to hear him they should.

Additionally, she mentioned that on January 25th she would be attending the Bikes, Bus, and Beach tour which she was invited to. They will be touring the Port as well, so she would provide updates on that. It was through the Space Coast TPO.

She welcomed back Mr. Wegerif.

Mayor Parrish provided condolences to the family of Ms. Georgia Phillips, who was a long time Council member of Rockledge. She passed away this past weekend. She did a lot of things for Rockledge.

Councilwoman Warner advised that when she first got on Council, Georgia always provided pointers and information that helped her out. She left a huge impact on the City of Rockledge. Services will be this Saturday at 1 p.m.

Mayor Parrish stated he was getting a lot of questions regarding the Walmart Distribution Center. He heard they may be bringing in around 460 jobs. The new Mike Erdman Dealership is also coming along and it was always Mr. Erdman's dream to have a dealership on I-95. A lot of property is being sold in Cocoa and there are a lot of people who believe in Cocoa.

Mayor Parrish mentioned a retired Navy Officer who would like to come and present at Council regarding his views on the homeless situation. Councilwoman Warner stated she had talked with him also.

He further spoke in regards to the many emails he is receiving from the Fire union regarding fencing around the new stations for employees. He is aware that this is being looked into and would be a while before the area is completely cleaned up but wanted to make sure that there was a fence where employees can safely walk in and out of work. He polled Council to see if they felt the same. They had no comment at this time.

He believed the waterfront visioning meeting went very well and felt it was all very exciting.

He mentioned his upcoming Tallahassee trip and that Cocoa is improving. He assured Captain Ed that they would have a great time in Washington D.C.

XI. ADJOURNMENT.

*** MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to adjourn the Regular meeting of January 23, 2018.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:43 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

AARP FOUNDATION, SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

EXHIBIT A: AARP FOUNDATION, SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

AARP FOUNDATION

AARP's Foundation, SCSEP

- **Grant from the Department of Labor**
  - 73 Project Sites in 22 States and Puerto Rico
    - Served More Than 400,000 People
      - Low-income Older Workers
        - Participants Contribute Approximately 8,000,000 hours of Service to Local Communities

AARP® FOUNDATION

AARP's Foundation, SCSEP

- **Our Goal**
  - To provide useful, part-time, temporary, community service to host agencies.
    - This assists our participants in updating and developing useful skills to obtain unsubsidized employment.
      - This adds to the economic vitality of the community.
        - Provides a valuable source of trained mature workers.
        - Partnerships are formed with public and non-profit host agencies.
        - Host agency provides a short-term training environment for participants, they in return receive a temporary supplement to their staff at no cost.

AARP® FOUNDATION

AARP's Foundation, SCSEP

- **Who is Eligible for SCSEP?**
  - Participants must be over 55 years of age
    - Financially qualified (low income or no-income)
      - Unemployed
        - Interested in bettering their current employment circumstances

AARP® FOUNDATION

AARP's Foundation, SCSEP

- **Services Provided to Participants**
  - Skills Assessment & Training
    - AARP's Virtual Career Network
    - Resume Writing & Job Clubs
  - Community Referral Clearing House
    - Participants are given access to community resources to help them overcome additional barriers

AARP® FOUNDATION

Host Agencies

AARP® FOUNDATION

SCSEP – Host Agencies

- **Host Agencies**
  - Brevard County
  - Local Libraries
  - Municipalities
  - Career Source Centers
  - Habitat for Humanity
  - Daily Bread
  - Veteran's Memorial
- **Host Agencies Cont.**
  - Central Brevard Sharing Center
  - South Brevard Sharing Center
  - Goodwill
  - Salvation Army
  - WIN Vet
  - Astronaut Hall of Fame

AARP® FOUNDATION

SCSEP – Host Agencies

You Provide

- Part-time Temporary Assignments
  - Non-profit
  - Community Organizations
  - Federal, State, County or Municipalities
- Supervision

We Provide

- Wages at current minimum wage
- Workers Compensation Coverage
  - All paperwork for timekeeping
- Trail Employment

AARP® FOUNDATION

SCSEP – Host Agencies

Job Requirements

- Tell us the skill set you wish to train
  - We pre-screen candidates
  - Schedule interviews for you
  - You make the selection
  - Tell us when they can start
  - Hours they will be working

What to Expect

- Dedicated, Mature Workers
- Reliable, Hard Working
- Eager to Learn
- Not a good fit?
  - Tell us and we'll move the participant to another agency
  - Send you someone new to interview

AARP® FOUNDATION

SCSEP – Host Agencies

To Get Started

- Proof of Non-profit Status
  - 501©(3) letter or IRS 990
  - Federal Employer Identification Number (FEIN)
  - Signed Host Agency Agreement
  - Safety Inspection of all training sites
  - Assignment Details to develop a Training Assignment Description (TAD)

AARP® FOUNDATION

SCSEP – Host Agencies

You Provide

- Cost for Training Materials
  - Background checks
  - Drug screenings
  - Additional Health Screenings
  - Safety Orientation of Training Site
  - Updates regarding schedule and or training assignment responsibilities
    - Ensure that participants are supervised always
  - First consideration of Trained SCSEP Participants for permanent positions within the organization as they become available

AARP® FOUNDATION

SCSEP – Host Agencies

Requirements

- May NOT substitute participants for staff positions
- Participants train part-time (20 hours per week)
- Recognize all SCSEP Holidays
- No Saturday's or Sunday's
- Complete and sign participants bi-weekly time card
  - Fax or email time card to SCSEP office
- Notify us of participants absences (immediately)

AARP® FOUNDATION

Our Motto
“Your Job Is To Get A Job, Our Job Is To Help You!”

AARP® FOUNDATION

1/19/18

Thoughts from Brad Whitmore
Historic Cocoa Village Association, Waterfront Affairs

Cocoa Waterfront 2018: *Repair, Replace, Improve*

Introduction- The following are overarching elements for Cocoa's waterfront revitalization. No implied order other than Item 1, Security. This is our opportunity to create something that enhances recreation, commerce, the environment and ecology to become a focal point in Cocoa's rising star. Done right, it will be our legacy.

LAND and SEA ITEM

1. **Security-** improved security in LWP and Cocoa Basin for all law-abiding citizens.
   - Multiple surveillance cameras (and advisory signage that a person's actions are being recorded).
   - Increased Police presence:
     - More patrols (foot and vehicle)
     - Relocate and provide dockage in LWP for the CPD Boat
     - Have a CPD park operations office in LWP
   - An increased number of people partaking in the activities that the Park offers will make it a more appealing, inviting and comfortable environment.

WATERSIDE ITEMS

2. **Docks-** start anew and incorporate end-user input in the layout and design. Consider *removable* docks to mitigate potential increased storm damage.
   - **Dinghy Dock**- a proper dinghy dock in protected water is needed; floating is by far most desirable for safety. A second dinghy dock in another area of the park would also be desirable.
   - **Day Docks**- we get local visitors on jet skis, kayaks, deck boats, center consoles, mini-cruisers, etc. We need to address these different types of vessels and have an adequate number of docks (or other landing facilities) to handle an increase in traffic that 'will come if we build it.' Again, at least *some* floating docks are desirable for day docks.
   - **T-dock**- Needs to extend about 10' further south from shore to provide sufficient depth at dock (~6') for cruising sailboats. (Previously there was only ~4' at pilings.).
     NOTE: This would also allow enough room for dinghy or small vessel day docks on the shoreward side of the dock, whereas previously the area was restrictively too small.
     How long? Previous dock was ~150' and permitted to add 250' more. Do we need 400' if there's a mooring field?
     City Ordinance 01-2016, Docking Ordinance granted 2-nights 'free dockage', in part to make up for short comings. Will this incentive be necessary or appropriate with our new waterfront?
     Would a 400' dock be incorporated into dockage where small coastal cruisers could berth or would that be fully separate? Much TBD!
   - Cocoa Police Department Boat- move it from CVM to LWP, put it in a slip on a lift that is in a prominent visible spot. Quick access and visual deterrent. In conjunction with a CPD Park office, it would increase police presence.
   - Cocoa City Dock (proposed concept by J. Whitley) - extend a dock, which could include a **breakwater**, out from the southeast end of Riverfront Park along the north side of the FPL towers. Utilization would be temporary dockage, not as a 'home port' marina. The dock would allow foot traffic for people to walk out over the water. If this dock grew larger and included fingers, slips, etc., the visual impact could violate the 'Special Recreation / Scenic Vista' Decree.

3. **Mooring Field-**it entails a lengthy, but reasonable permitting process and installation of current technology systems. Advantages include:
   - Control of what vessels are allowed to moor in the area. Rules are incorporated which must be followed or vessel is 'evicted'. (There is also a small no-anchor zone around the perimeter).
   - Generates a cash flow that covers expenses.
   - Since there is monthly rent expense, it would attract more 'involved' vessel owners.
   - Attracts visiting cruisers as a desirable, safe, easy access destination. This drives commerce.
   - Increased storm protection for the City of Cocoa waterfront infrastructure (fewer loose boats).

4. **Fishing –**The old fishing bridge is sorely missed by many in the community. Regaining that fishing capacity as early as possible in some form would be highly desirable, ex. smaller dock structures that would be alternative sites after main completion. Options for reestablishment of the full fishing pier include removal of existing condemned structure and replacing with contemporary type structure or re-decking of existing piling structures. (Engineering decision TBD). Further consideration for this pier is the need to incorporate the possibility doubling as a berth for small coastal cruise ships to create the **Port of Cocoa.** This could make for a lengthy time line.

5. **Breakwater-** protection for Cocoa Basin from the long southeast to south fetch of the Indian River Lagoon. This could be floating concrete wave attenuators, islands (as with FT. Pierce), fabricated barricades (as with Cocoa Village Marina) or as best engineered, to be determined. Advantages include:
   - Storm protection for the City of Cocoa waterfront infrastructure (up to a point).
   - A calm water basin for launch ramp activities, vessel mooring (premium rental price), dinghy landing, etc.
   - More days of acceptable conditions and safer operation for concession rentals kayaks, paddleboards, etc.
   - A clearly defined boundary for IRL boat traffic of Park confines.
   - Potential habitat for 'Living Shoreline' and oysters!

6. **FPL Towers-** The high-voltage wires have been associated with the loss or damage of several vessels. Adding to that hazard, there is very little reflective markings on the towers themselves, or even more dangerous, the support guy wires around them. At night they are almost indiscernible. In the name of safety, FPL needs to remedy this before there's a tragedy. That would be the last thing our waterfront reputation needs.

LANDSIDE ITEMS

7. **Parking-** For merchants in Parkside Place, parking is always a concern. With LWP closed that loss of parking negatively impacted sales. Any efforts to enhance the desirability for shoppers to park in LWP would be welcomed: layout for access, lighting, clear sight-line from outside the park, sense of security/safety, etc. are needed improvements.

8. **Multi-purpose Building or Buildings-** meeting hall, classroom, interactive educational display (IRL, fauna, flora, history, etc.). Intended users would be the likes of USCG Aux., Sea Scouts, IRLYC, someday a marine program for at-risk youth, etc. Perhaps the CPD Park operations office.

   Other functions in the Park needing shelter would include a concession stand for light food and drinks (i.e., a snack bar), bait and tackle for the fishing pier, recreational rentals of kayaks, paddleboards, booking for any tour boat operations, etc.

A mooring field will bring required (*or desired*) elements such as showers, tenants 'lounge', lockers, etc., and perhaps an attendant. Also included is garbage facility (including HazMat), potable water, and sanitation (pump out capacity (dockside or via pump out vessel.) Consider remote management as a possibility for basic mooring field ops (surveillance camera and an app to pay upon arrival).

QUESTION- Better to incorporate all of the above into one multi-purpose building or better to have one facility conveniently located near docks (for boaters/mooring field folks) and the meeting hall out on the east end of the park?

9. **Dog Park-** Cocoa Village is dog friendly! Fence-in the small retention area east of the existing metal building (USCG Aux) and create an off-lead dog park. What a better way for a visiting boater or shopper to start a visit to the Village with your dog than to give some free run time.

10. **Living Shoreline Program-** good example of partnering with an organization to address environmental improvements. Let's figure out a way to incorporate raising oysters for the good of the River.

11. **Sandy Beach Landing-** clear an area on the basin side of LWP shore, remove rocks from the approach, add sand, and stabilize as required. Intended use would be landing for small vessels. Heard that some would even swim. This access is vital to encourage commercial development of water concessions.

12. **Rack storage for small vessels-** numbered and rented racks (wood 4x4) for kayaks, paddleboards, dinghies, etc. Not only does it generate revenue, but it makes for an orderly appearance with increased security.

13. **Wayfinding Sign-** a largish (4'x8' maybe), artsy version of a map of the Village at the exit of LWP for newly arrived boaters. Show important features, not commercial establishments

14. **GRANTS-** Grants are key to this expensive undertaking. There are many more possible avenues than are being applied to from what I've learned. CRA monies, floating a bond, P3 (perhaps, with the right partner) and grants from numerous sources are the ticket.

Brad Whitmore is a native Floridian, life-long boater, and owned cruising boats for 30 years. As a Brevard resident for 10 years and board member of the Historic Cocoa Village Association, he has focused on improving Cocoa's waterfront and as a citizen advocate helped pen the 2016 City of Cocoa Docking Ordinance and other projects. He has held a USCG 100-ton Masters License.

Legislation Details (With Text)

File #:	18-33	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	1/24/2018			**In control:**	City Council
On agenda:	2/13/2018			**Final action:**	
Title:	Awarding of the US 1 Corridor Community Redevelopment Agency Business Recognition Award. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Mitchell's Family Diner Award.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 24, 2018
Agenda Date: February 13, 2018
Prepared By: Samia Singleton, Redevelopment Specialist
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Awarding of the US 1 Corridor Community Redevelopment Agency Business Recognition Award.

BACKGROUND:

At the US 1 Corridor Community Redevelopment Agency (CRA) meeting on January 12, 2015 the Agency voted to establish the US 1 CRA Business Recognition Award (US1 CRA/BRA) Program. The purpose of the Program is to recognize those businesses who have demonstrated above-average efforts in maintaining their property, thereby contributing to the overall appearance of the community at large while adhering to all appropriate codes and permits.

The US1 CRA/BRA Program Guidelines state each Agency member could nominate no more than three (3) businesses for the award that meet the eligibility criteria of:

1) The business holds a current City of Cocoa Local Business Tax Receipt;
2) The business does not have any past due fees and/or taxes owed to the City of Cocoa;
3) The business is not currently under City of Cocoa Code Enforcement action and/or Nuisance Abatement action; and
4) The business owner/operator/employee is not a member of the US 1 CRA

The Agency selected Mitchell's Family Diner, located at 1400 N. Cocoa Blvd, as a recipient of the Award at the CRA meeting on January 22, 2018. Previous recipients are Chaparral Mexican Grill, East Coast Lumber/Ace Hardware and Accent Home Décor.

Mr. Jason Mitchell will be in attendance to accept.

STRATEGIC PLAN CONNECTION:

The Strategic Issues of Economic Development, Community Development and Image are impacted by this Agenda Item.

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

US 1 Corridor CRA Business Recognition Awards were awarded to Chaparral Mexican Grill, East Coast Lumber/Ace Hardware and Accent Home Décor.

RECOMMENDED MOTION:

Awarding of the US 1 Corridor Community Redevelopment Agency Business Recognition Award.

U S 1 CORRIDOR CRA BUSINESS RECOGNITION AWARD

this certificate is awarded to:

Mitchell's Family Diner

in recognition of

Above Average Efforts in Property Maintenance

Signature:_____

Henry U. Parrish, III, Mayor, City of Cocoa

Date: February 13, 2018

Legislation Details (With Text)

File #:	18-43	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/5/2018			**In control:**	City Council
On agenda:	2/13/2018			**Final action:**	
Title:	Presentation on BACRAP. (Larry Sinclair)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Email from Mr. Sinclair 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 5, 2018
Agenda Date: February 13, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Presentation on BACRAP.

BACKGROUND:

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:
Presentation on BACRAP.

Carie Shealy

From: Larry Sinclair <larry@broadmooracres.com>
Sent: Wednesday, January 31, 2018 10:01 PM
To: John Titkanich; Carie Shealy
Cc: Karen Hamilton; Matthew Fuhrer; Michael Cantaloupe
Subject: Request to be placed on Feb 13, 2018 Council Agenda Presentations

John:

I would like to get on City Council Agenda to give presentation on BACRAP our plans and where we are and working on.

I know Henry and others have been wanting me to do this and I believe the sooner we can do it the better shape we are in moving forward.

Please get in touch with me ASAP on this. I am still looking to meet with you, Matt, Karen, Chief Cantaloupe at earliest possible opportunity.

Hope your mother is doing well.

Lawrence W. (Larry) Sinclair
Broadmoor Acres Community Restoration and Preservation Inc
1052 Mitchell St
Cocoa, FL 32922
321-417-4213 Cell
321-305-6186 Home
321-735-8071 Office
(Sent from my iPhone 7 Plus)

Legislation Details (With Text)

File #:	18-21	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	1/11/2018			**In control:**	City Council
On agenda:	2/13/2018			**Final action:**	
Title:	Approve Task Order 2018-88 with CH2M Hill Engineers for Disinfection By-Product Formation Management - Bench and Pilot Treatability Testing - Phase 1. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO (2018-88) CH2M HILL UT (1-11-18) $101797 Task Order Scope 2018-88 DBPs Bench and Pilot Testing - Phase 1 010918 Task Order Scope 2018-88 DBPs Bench and Pilot Testing - Labor Breakdown				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 11, 2018
Agenda Date: February 13, 2018
Prepared By: Katherine Ennis, PE Utilities Deputy Director
Through: John A. Walsh, PE Utilities Director
Requested Action:
To Approve Task Order 2018-88 with CH2M Hill Engineers for Disinfection By-Product Formation Management - Bench and Pilot Treatability Testing - Phase 1

BACKGROUND:

As part of an ongoing effort to continuously monitor and improve water quality, the City of Cocoa is in need of assistance to develop a plan to lower disinfection by-products (DBP) levels in our drinking water. DBPs are formed during disinfection of water at Wewahootee and Dyal Water Treatment Plant. DBPs are regulated and the maximum contaminant levels for DBPs include Total Trihalomethanes (TTHM) at 0.080 mg/L and Haolacetic Acids (Five) (HAA5) at 0.060 mg/L.

This Task Order is for Phase 1 of this plan and includes bench testing and small pilot testing to narrow down the alternative treatment solutions as well as develop a work plan to investigate biogrowth control options within the raw water pipe between Wewahootee and the Dyal Treatment Plant. Once Phase 1 is completed, there will be an additional Phase 2 which will include a detailed pilot testing of up to one (1) year to verify the performance of the preferred treatment solutions. Phase 2 is not included in this Task Order.

Staff recommends approval of this task order with CH2M Hill.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$101,797
Account Number	421-4055-536.63-00, WS18DT
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve Task Order 2018-88 with CH2M Hill Engineers for Disinfection By-Product Formation Management - Bench and Pilot Treatability Testing - Phase 1.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5791994&GUID=3719BA41-8F5E-4D8E-B307-E47609AFAA2A* is a secure document that has been embedded in this document. Double click the pushpin to view.



City of Cocoa
Task Order 2018-88

Disinfection By-Product Formation Management - Bench and Pilot Treatability Testing - Phase 1

Objective

The City of Cocoa is in need of a plan to lower disinfection byproducts (DBP) levels in their customer's drinking water. DBPs are formed as a byproduct during oxidation and disinfection of water with sodium hypochlorite at the Wewahootee and chlorine solution at the Dyal Water Treatment Plant (WTP). DBPs are regulated by the USEPA Stage 1 Disinfection/ Disinfection By-Product Rule and the Florida Department of Environmental Protection (FDEP) Florida Administrative Code (FAC) 62-550. Maximum contaminant levels for DBPs include Total Trihalomethanes (TTHM) at 0.080 mg/L and Haolacetic Acids (Five) (HAA5) at 0.060 mg/L.

There are three distinct segments in the groundwater treatment system where DBPs are being formed: (1) at the Wewahootee WTP (and downstream pipeline) in and downstream of the Sulfuraetors® during pre-oxidation to remove residual hydrogen sulfide and maintain a chlorine residual in the raw water pipeline to limit biogrowth; (2) at Dyal WTP upstream of the lime softeners during oxidation to maintain a chlorine residual through the softeners to prevent algae growth; and (3) at Dyal WTP in the chlorine contact zones upstream of the media filters to achieve the required CT (concentration times contact time) for 4-log virus removal/inactivation for FDEP Groundwater Rule (GWR) compliance. From initial sampling, it is understood DBPs are about equally formed in each of the three above segments.

In 2015, CH2M held a workshop with the City of Cocoa to discuss 'Hydrogen Sulfide Removal and DBP Reduction Options'. Treatment options, were centered around treatment and water quality objectives, listed below, and were qualitatively scored and compared at the workshop:

- Removal of Hydrogen Sulfide
- Controlling Biogrowth in Raw Water Pipeline and DBP Control
- Removal of Total Organic Carbon (TOC) in the System

Some treatment options would provide a combination of treatment and water quality objectives including, but not limited to, the objectives listed above. For instance, hydrogen peroxide would provide both hydrogen sulfide removal and a method to control biogrowth. In the workshop minutes, it was recommended to confirm performance and establish design criteria for the most promising treatment options through testing.

The confirmation of treatment performance will be executed in two distinct treatability testing phases:

- Phase 1 at bench and small pilot scale with a duration of up to twelve weeks to further narrow down the number of treatment options
- Phase 2 at pilot scale with a duration of up to twelve months to verify performance over the seasons and under varying raw water quality of the preferred option(s)

This scope of work will cover the Bench and Pilot Treatability Testing, Phase 1.

Services proposed by CH2M HILL in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

Scope of Services

CH2M will provide professional engineering services to the City of Cocoa in accordance with the following task descriptions. General tasks including project management, project schedule updates, document controls, Quality Assurance and Quality Control (QA/QC), health & safety, risk management, scheduling and accounting activities are included in the individual tasks. Services proposed by CH2M HILL in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

Task 1 – Information Gathering, Sampling and Analysis

CH2M will attend a project kick-off meeting with the City of Cocoa to be held at the Dyal WTP. The kick-off meeting will include a facility walkthrough, discussion on historical performance and information gathering of as-built information, water quality data and operational data and practices. This meeting will be held within 2 weeks from the Notice to Proceed (NTP). CH2M will prepare an agenda and distribute a meeting summary within 5 working days after the meeting.

The main purpose of this task is to establish possible treatment performance if/when the existing process can be optimized with minor changes. CH2M will review and summarize water quality information, review the results of the recent testing associated with the Water Capital Plan Update task order, and provide recommendations for additional sampling and analytics to better understand the effectiveness of different treatment processes. The anticipated parameters of focus include, but are not limited to, free chlorine, total chlorine, monochloramine, total ammonia and free ammonia, TOC, UV254, color, pH, dissolved metals, and sulfide in the different segments of the treatment process. For this task, it is anticipated that the City of Cocoa will have their in-house or contracted laboratory perform any necessary additional water quality sampling and analytics under the direction of CH2M.

As part of this task, CH2M will review with Cocoa Operations staff the current dosing locations, dosing levels and controls for chlorine and ammonia at the Wewahootee and Dyal WTPs, and analyze monthly operating reports relating to disinfection processes and water quality parameters. These operating conditions will be compared with the requirements for oxidation and disinfection to meet the treatment goals.

CH2M will also analyze collected as-built information on lime softening clarifiers and associated equipment and discuss findings with the original equipment manufacturer. The main purpose of this effort is to confirm that the clarifiers are operated in accordance with O&M manuals and current best practices.

The same exercise will be performed for the Sulfuraetors® with the intent to verify that the equipment is operated in accordance with best practices and to look for opportunities to improve the sulfide removal performance. This will include a review of the 2002 Wewahootee Sulfide Removal Evaluation and discussion on the recommended actions, including variation in water loading and air flow rates.

The review will focus on unit process design criteria including; loading rates, empty bed contact time, air flow rates and size support media for the Sulfurator unit process, flocculation time and energy, sedimentation surface loading rate, launder overflow rate and physical arrangement of the clarifiers, including raw water inlet and dispersion, lime, ash and starch addition location and dispersion, baffle and reactor wall size and orientation, de-sludge frequency and flows, and rake arm details. In addition, typical operational and maintenance criteria will be verified. Findings will be documented and shared with the City of Cocoa.

Task 2 – Hydrogen Sulfide Oxidation Bench Tests

CH2M will perform bench tests to compare alternative oxidants for removing hydrogen sulfide at Wewahootee WTP and maintaining an oxidant residual in the pipeline. The main purpose of these tests is to establish dose and contact time requirements for alternative oxidants to verify assumed dosages used in the 2015 comparison.

As part of this task, CH2M will develop a detailed test protocol test plan, which will describe materials and equipment needed, handling of water samples, analytical procedures, calculations of chemical stock solutions, procurement of chemicals and other consumables, test methodology and sequencing of jar tests, quality controls, and documenting results.

The bench tests will be done in a CH2M subcontracted laboratory and will establish demand/decay graphs for each of the following oxidants:

- Sodium hypochlorite
- Sodium hypochlorite with ammonia addition
- Hydrogen peroxide
- Sodium or potassium permanganate
- Chlorine dioxide

The tests will be performed under ambient pH and temperature conditions on existing raw water, which will be sampled, preserved and shipped to the laboratory. Water quality will be verified before and after each oxidation tests and will include sulfide removal and DBP formation potential tests.

Task 3 – DBP Precursor Removal Bench Tests

CH2M will perform bench tests to compare alternative methods to enhance the performance of lime softening for the removal of DBP precursors. The main purpose of these tests is to establish what removal is possible with existing processes with minor enhancements.

As part of this task, CH2M will develop a detailed test protocols plan, which will describe materials and equipment needed, handling of water samples, analytical procedures, calculations of chemical stock solutions, procurement of chemicals and other consumables, test methodology and sequencing of samples, quality controls, and documenting results.

The bench tests will be done in a CH2M subcontracted laboratory and will establish treatment performance for each of the following enhancement methods:

- As existing
- Improved polymers
- Enhanced softening
- Coagulation enhancers (ferric, aluminum salts)

The tests will be performed under ambient conditions on existing raw water, which will be sampled, preserved and shipped to the laboratory.. Water quality will be verified after clarification and will include DBP formation potential tests.

CH2M will also perform Granular Activated Carbon (GAC) Rapid Small Scale Column (bench) Tests (RSSCT) at the laboratory to establish initial design and operation conditions. The main purpose of the test is to establish what DBP precursor removal is possible with this new treatment processes. Influent and effluent water quality will be verified and will include total organic carbon, color, UV254, chloride, bicarbonate and total sulfide. Water quality will also include DBP formation potential tests to establish the performance of both processes for DBP formation control.

CH2M will also collect data on TTHMs within the distribution system, including speciation, and verify similar applications in the market to estimate the potential performance of different aeration technologies for controlling TTHMs.

Task 4 – Biogrowth Control Demonstration Tests Work Plan

Following the oxidation bench tests, CH2M will identify alternative oxidants to sodium hypochlorite for the removal of hydrogen sulfide. The effect of these oxidants on a biogrowth in a pipeline is difficult to mimic on bench and/or pilot scale. Therefore, CH2M proposes to develop, under this task order, a work plan to execute tests on demonstration and/or full-scale tests with up to three oxidants, of which one is chlorine. The tests will preferably run in parallel to compare the results and will address continuous oxidant feed, intermittent oxidant feed and alternating oxidants feed. The work plan will address

chemical equipment needed, raw water pipeline and valving arrangement, sequencing of tests, and instrumentation and sampling points required to monitor the performance of each oxidant.

The workplan may include, if selected by the City, test protocols for a pilot plant with a process that reduces the level of DBP precursors in the water, or otherwise reduces the formation of DBPs.

Task 5 – Reporting

CH2M will summarize the bench test methodology, results, and conclusions from above tasks in the draft Phase 1 Treatability Test Report, which will be issued to the City of Cocoa Water within 2 weeks from the completion of the bench tests. A 2-week review period from the City of Cocoa is assumed. A review meeting will be held to present the findings and conclusions and discuss the comments on the draft report. The final report will be issued within 2 weeks of the resolution of the review comments.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the sub-tasks and expenses being interchangeable as needed. The current per diem billing rates by labor category is provided in Attachment A. The total hourly rates payable by the City of Cocoa for labor, reimbursable expenses, and sub-consultant fees are shown on Table below.

Task	Hours	Fee
TASK 1	218	$25,863
TASK 2	36	$4,622
TASK 3	72	$9,245
TASK 4	84	$12,927
TASK 5	100	$12,833
SUBCONTRACT LABORATORY ALLOWANCE		$32,640
EXPENSES		$3,666
Grand Total	**510**	**$101,797**

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between CH2M and the City of Cocoa.

Schedule

The duration of the services of this task order will not exceed 16 weeks. The bench tests will be completed by week 10 following the Notice to Proceed (NTP), and the draft report will be issued to the City of Cocoa by week 12 following the NTP.

Assumptions

- City of Cocoa will assign a project manager who will be the CH2M's main point of contact and will consolidate the City of Cocoa's comments to draft TMs and will respond within ten business days of the date of each submittal.
- City of Cocoa will make available, in hard or electronic copy, existing information from the Dyal WTP.
- CH2M will collect and ship raw water samples for Jar and DBP bench testing trials.
- Water sampling and quality analysis of additional samples for Task 1 will be performed by the City of Cocoa.
- Water sampling and quality analysis of samples for Tasks 2 and 3 will be performed by a laboratory subcontracted by CH2M. Materials, equipment and consumables to be used during the bench trials will be provided by CH2M and are included in this task order.
- Up to six hard copies of the interim and final deliverables will be provided to the City of Cocoa.
- City of Cocoa should inform CH2M's staff of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures (e.g., alarms, assembly areas, etc.) prior to the site visits.
- It is anticipated that a follow-up treatability testing phase is necessary, called **Phase 2 Bench/Pilot Testing**, to verify longer term performance of the preferred option(s) under varying climatologic and raw water quality conditions.

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa	Accepted for CH2M HILL Engineers, Inc.
	
By _____	By ___Francois Didier Menard_____
Title _____	Title _____Vice President_____
Date _____	Date _____January 9, 2018_____

City of Cocoa Disinfection Byproduct Formation Management - Bench and Pilot Treatability Testing Phase 1		Principal	Senior Reviewer/Consultant	Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid- Level Professional Engineer/Scientist/Consultant	Professional Engineer/Scientist/Consultant/ Project Manager	Junior Professional Engineeer/Scientist/Consultant	Project Engineer/Scientist/Consultant	Junior Project Engineer/Scientist/Consultant	Engineering Intern	Senior Construction Manager/Senior Designer	Construction Manager/Senior Technician	Senior Construction Inspector	Construction Inspector/Technician	Junior Construction Inspector/Junior Technician	Technical Aide	Office	Labor Hours	Labor Fee		Laboratory Services	Expenses
TASK #	**TASK NAME**	$199.17	$199.17	$199.17	$188.40	$166.44	$138.96	$120.84	$101.84	$95.27	$85.28	$155.59	$125.06	$111.34	$86.17	$76.53	$66.56	$69.99					
																						$ 32,640	
1	**Information Gathering, Sampling and Analysis**																						
	Project Kickoff Meeting	8		8						12								2	30	$4,470			$ 325
	Gathering and Analysis of Data, Chem. Dosing	8								28								2	38	$4,401			$ 116
	Clarifier Review	12								20									32	$4,295			$ 78
	Sulfuraetor Review/Additional Sampling	12	2							104									118	$12,696			$ 12
		40	**2**	**8**	**0**	**0**	**0**	**0**	**0**	**164**								4	**218**	**$25,863**			
2	**Hydrogen Sulfide Oxidation Bench Tests**																						
	Testing Protocols (Oxidation)	2				4				8									14	$1,826		$ 911	$ 192
	Oxidation Bench Tests	2				2				12									16	$1,874		$ 6,635	$ 275
	SDS Tests	2				2				2									6	$922		$ 4,589	
		6				**8**	**0**	**0**	**0**	**22**							**Task Subtotals**		**36**	**$4,622**			
3	**DBP Precursor Removal Bench Tests**																						
	Testing Protocols (DBP Precursor Jars)	2				4				8									14	$1,826		$ 911	$ 192
	Clarifier Jar Tests	2				2				12									16	$1,874		$ 8,930	$ 66
	SDS Tests	2				2				2									6	$922		$ 3,439	
	Testing Protocols (DBP Precursor Others)	2				4				16									22	$2,588		$ 911	$ 192
	MIEX Jar Tests																		0	$0			$ -
	GAC RSSCT Tests	2				2				4									8	$1,112		$ 2,875	$ 66
	SDS Tests	2				2				2									6	$922		$ 3,439	
		12				**16**	**0**	**0**	**0**	**44**							**Task Subtotals**		**72**	**$9,245**			
4	**Biogrowth Control Demonstration Test Work Plan**																						
	Draft Work Plan	**12**	**4**	**4**		**40**				**24**									84	$12,927			$ 626
																	Task Subtotals		**84**	**$12,927**			
5	**Reporting**																						
	Draft Treatability Report	8	4			4				32								8	56	$6,664			$ 626
	Meeting with Client	8		8						12									28	$4,330			$ 275
	Final Treatability Report	2	2							8								4	16	$1,839			$ 626
		18	**6**	**8**	**0**	**4**	**0**	**0**		**52**							**Task Subtotals**		**100**	**$12,833**		$ 32,640	$ 3,666
																	Labor Total		**510**	**$65,491**			
																	Expenses			**$3,666**			
																	Subcontracts (Laboratory Services)			**$32,640**			
																	Task Order Total			**$101,797**			

Legislation Details (With Text)

File #:	18-34	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	1/25/2018			**In control:**	City Council
On agenda:	2/13/2018			**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ, Effective January 1, 2017 through December 31, 2019. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	OUC Contract #4217-2 OQ.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 25, 2018
Agenda Date: February 13, 2018
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ, Effective January 1, 2017 through December 31, 2019

BACKGROUND:

The Water Field Operations Division (WFO) provides repair services associated with potable water distribution system water main breaks and service lines failures. The Sewer Field Operations Division (SFO) provides repairs services associated with the sewer system. The damage caused by these water and sewer infrastructure failures includes Florida Department of Transportation (FDOT) and Brevard County roadways as well as public and private property. The WFO Restoration crew and SFO crew complete restoration tasks in areas affected by distribution and sewer system failures, but they are not authorized to permanently repair FDOT and Brevard County roads. These repairs must be performed by authorized contractors who are qualified to mill and repave state and county roads.

Previously, the City contracted with All Terrain Tractor through the use of Orlando Utilities Commission (OUC) Contract 4218-2 OQ for restoration services that cannot be completed by the WFO Restoration crew and SFO crew.

At this time, we are requesting the continued use of Orlando Utilities Commission (OUC) Contract No. 4218-2 OQ for restoration services. This contract has been reviewed by the City and has been determined to be applicable to the services required by WFO and SFO.

Therefore, staff recommends approval of the OUC contract with All Terrain Tractor to perform restoration services and to authorize a budgeted expenditure for these services not to exceed $250,000 for WFO and $50,000 for SFO.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$250,000
Account Number	421-4025-536.46-00
Account Name	Repairs & Maintenance
Amount Requested	$50,000
Account Number	421-4125-536.46-00
Account Name	Repairs & Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On October 27, 2015, City Council approved the participation in a cooperative purchase agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 3398-2 OQ, effective March 12, 2013 through March 11, 2016.

On June 13, 2017, City Council approved the participation in a cooperative purchase agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ, Effective January 1, 2017 through December 31, 2019.

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ, Effective January 1, 2017 through December 31, 2019.

ORLANDO UTILITIES COMMISSION
ORLANDO, FLORIDA

ASPHALT AND CONCRETE SERVICES

ALL TERRAIN TRACTOR SERVICE, INC.

4218-2 OQ

COMMISSIONERS

GREGORY D. LEE	President
CESAR E. CALVET	First Vice President
DAN KIRBY	Immediate Past President
(Vacant)	Commissioner
BUDDY DYER	Mayor/Commissioner
KENNETH P. KSIONEK	General Manager & CEO

CONFORMED CONTRACT

Asphalt and Concrete
Table of Contents

	Pages
CONTRACT FORMS	
Contract	CA 1-2
Certificate of Counsel	CC 1
COMPLIANCE FORMS	
Sworn Statement Under Section 287.133(3) (a) and 287.135, **FLORIDA STATUTES**, on Public Entity Crimes and Scrutinized Companies	SS 1-2
Disputes Disclosure	DD 1
Declarations and Signature Page	DS 1
Business License	3 Pages
W-9 Form	1 Page
Insurance Certificate	1 Page
RFP DOCUMENTS	19 Pages
Instructions to RFP	13 Pages
General Terms and Conditions	16 Pages
SUPPLIER'S PROPOSAL (With Pricing Sheet)	37 Pages

CONTRACT DOCUMENTS

CONTRACT

THIS CONTRACT, made effective as of this January 1, 2017, ("Effective Date") is by and between the **Orlando Utilities Commission** with its principal office located at 100 W. Anderson Street, Orlando, Florida, Party of the First Part and hereinafter called ("OUC"), and **All Terrain Tractor Service, Inc.**, a Florida corporation with its principal office in Orange City, Florida, Party of the Second Part and hereinafter called the ("Supplier"), jointly referred herein as the Parties.

WITNESSETH:

THAT WHEREAS, OUC has caused to be prepared, in accordance with law, specifications, drawings and other contract documents for the work as herein specified; and

WHEREAS, the said Supplier has submitted to OUC a proposal in accordance with the terms of this Contract; and

WHEREAS, OUC, in the manner prescribed by law, has determined the Supplier to be the most responsive and responsible bidder for the work and has awarded to the Supplier a contract therefore, for the sum or sums named in the Supplier's proposal or as otherwise amended by the Basis of Contract, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Supplier and of the mutual agreements herein contained, the Parties to these presents hereby agree, OUC for itself and its successors, and the Supplier for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows.

ARTICLE I. That the Supplier shall provide all labor, material and equipment necessary to provide Asphalt and Concrete Services beginning January 1, 2017 through December 31, 2019 in accordance with the Contract Documents including any Basis of Contract attached and made a part hereof, and shall execute and complete all work included in OUC's official award of this Contract to the Supplier. This Contract at the option of OUC may be extended for two (2) consecutive one (1) year periods starting January 1, 2020. Both Parties hereto agree that "Contract Documents" shall include the Contract, including any Basis of Contract, the Certificate of Counsel, the General Conditions, the General Requirements, the Technical Specifications, Drawings, the Bidding Documents associated with this Contract, and any other document included as part of the above referenced documents.

In the event there is a conflict or contradiction among any of the Contract Documents, the order of precedence shall govern any contracts initiated under this Contract and all services rendered hereunder:

A. This Contract, including any Basis of Contract.

B. OUC's General Conditions included in the RFP document.

C. OUC's Request for Proposal (RFP16 4218 OQ) with a RFP due date of September 28, 2016.

D. Supplier's response to the Request for Proposal dated September 28, 2016.

ARTICLE II. That OUC will pay to the Supplier for the work embraced in this Contract, and the Supplier will accept as full compensation therefore, the sum (subject to adjustments as provided by the Contract) as submitted in the Supplier's Proposal for Asphalt and Concrete Services, RFP16 4218-2 OQ dated September 28, 2016, for all work included in the Contract, designated in the foregoing Article I; payment to be made in the manner provided in the proposal attached hereto.

ARTICLE III. That time of completion is of the essence of the Contract, and that the Supplier shall proceed with the specified work and shall conform to the schedule specified in General Requirements, or elsewhere in the specifications, which has been made a part of this Contract.

ARTICLE IV. Supplier acknowledges and agrees that (i) all material and information which has or will come into its possession or knowledge in connection with this Contract or the performance hereof, consists of confidential and proprietary information of OUC, of its affiliates or third party vendors who have licensed the information to

OUC under an obligation of confidentiality, and (ii) the disclosure to third parties or use by Supplier or third parties of such information will damage OUC. Supplier therefore agrees to hold such material and such information in strictest confidence, not to make use thereof other than for the performance of this Contract, and not to release such information or material to any person except for Supplier's personnel who have a need to know such information for the purposes of this Contract and who have signed a written Contract expressly agreeing not to use or disclose it. This confidentiality obligation shall survive termination of this Contract.

IN WITNESS WHEREOF, the Parties agree the Effective Date of this Contract shall be the day and year first above written.

Orlando Utilities Commission

Signature _____ (SEAL)
Kenneth P. Ksionek, General Manager & CEO

Date _____

Attest _____
ELIZABETH M MASON ASSISTANT SECRETARY

All Terrain Tractor Service, Inc.

Signature _____ (SEAL)

Title VP

Date 12/16/16

Witness Marsha Evans

Title Office manager

Witnesses Melissa R Joseph

_____

Awarded by the Orlando Utilities Commission on December 13, 2016.

The form of execution of the foregoing contract is hereby approved:

As to Orlando Utilities Commission:

_____
Attorney for Orlando Utilities Commission

As to Supplier:

_____
Attorney for Supplier

CERTIFICATE OF COUNSEL
(Where Supplier is a Corporation)

I do hereby certify that the Contract has been duly and lawfully executed by the Supplier acting by and through all officers and agents thereunto respectively required for the valid execution thereof, and that the same respectively constitutes a valid and binding obligation of such party. In lieu of Counsel Certification, a letter of signatory authority from the Corporate Secretary on official letterhead bearing the corporate seal may be submitted.

Signature of Counsel for Principal (Supplier)

James T. Crow

Type or print name of Counsel

949 Shadick Dr
Orange City FL 32763

Type or print address of Counsel

CERTIFICATE OF COUNSEL
(Where Supplier is an individual or partnership)

I hereby certify that the Contract has been duly and lawfully executed by the Supplier, or if the Supplier be a partnership by a partner thereunto duly and lawfully authorized and that such person, officers and agents were thereunto lawfully authorized and that the same respectively constitutes a valid and binding obligation of such party.

Signature of Counsel for Principal (Supplier)

Type or print name of Counsel

Type or print address of Counsel

COMPLIANCE FORMS

SWORN STATEMENT UNDER SECTION 287.133 (3) (a) and 287.135, FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Volusia

Before me, the undersigned authority, personally appeared James T. Crow who, being by me first duly sworn, made the following statement:

1. The business address of All Terrain Tractor Service is 949 Shaddick Dr Orange City FL 32763

2. My relationship to James T. Crow is Vice President

[Relationship such as sole proprietor, partner, president, vice president].

3. I understand that any company listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Section as defined by Florida Statute 215.473 may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. If found to be on the list, I understand that any contract with the governmental agency or entity will be terminated and that civil penalties as outlined in Florida Statute 287.135 will apply.

4. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

7. Neither the bidder or Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or Contractor nor any affiliate of the bidder or Contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 7 if paragraph 8 below applies.]

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

N/A. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 8 if paragraph 7 above applies.]

Signed by: _____

Printed Name: James Crow

Sworn to and subscribed before me in the state and county first mentioned above on the 28 day of September 20 16.

Melissa R. Tompkins
Notary Public

(Affix Seal)

MELISSA R. TOMPKINS
Notary Public - State of Florida
Commission # FF 199807
My Comm. Expires Feb 15, 2019
Bonded through National Notary Assn.

Melissa R Tompkins
Type or Printed Name

2/15/19
My Commission Expires

DISPUTE DISCLOSURE for Solicitation #:_____

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain In the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project.

All Terrain Tractor Service Inc — Firm

9-28-16 — Date

[signature] — Authorized Signature

VP/owner — Officer Title

James T Crow — Printed or Typed Name

The undersigned hereby declares that only the persons or firms interested in this proposal/bid response as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this proposal/bid response or in the contract to be entered into; that this proposal/bid response is made without connection with any other person, company, or parties likewise submitting a proposal/bid response; and that it is in all respects for and in good faith, without collusion or fraud.

Proposals shall be prepared in accordance with the Instructions to Proposers document. Failure to submit the necessary forms may cause a rejection of the proposal. The undersigned hereby agrees to provide the services and/or items specified in the solicitation packet form at the prices quoted pursuant to the requirements of this document.

Authorized Signature:	Name & Title (printed) James T. Crow - President
Respondent Name: All Terrain Tractor SVC	Federal I.D. 86-1160001
Address: 949 Shaddick Dr	
City Orange City	State FL Zip 32763
Telephone: (386) 218-6969	E-Mail Address: Mike@allterraintractorservice.com
Date of Proposal: 9-28-16	Contact Person Mike Alvarez

NOTE: This form must be completed and returned with your proposal. All proposals must be signed by an officer or employee having authority to legally bind the Respondent(s). Thank you for your interest in doing business with the Orlando Utilities Commission.

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CUC1225243

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

MASIARCZYK, JOHN CARLIN JR
ALL TERRAIN TRACTOR SERVICE, INC.
949 SHADICK DR
ORANGE CITY FL 32763

ISSUED: 06/16/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606160001025

2016/ 2017

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

Volusia County
FLORIDA

Account # 200604050012 **Expires: September 30, 2017**
Business Location: 949 SHADICK DR

Business Name: ALL TERRAIN TRACTOR SERVICE INC
Owner Name: CHRISTINE CROW
Mailing Address: P O BOX 390958
DELTONA, FL 32739

BUSINESS TYPE	CODE	COUNT	TAX
Demolition - Excavating	200		$22.00
Fence Installation	471FI	6	$54.00
Hazardous Waste Fee	820		$37.00
Business Service	471	18	$112.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

CITY OF ORANGE CITY
LOCAL BUSINESS TAX RECEIPT

LICENSE # LIC-7-11-6279
License Type: Unclassified Categories
Amt. Paid: $ 115.25
Stipulations:

Date Issued: 07/27/2015
Expires: 09/30/2016

Annual Inspections	**$25.00**
Small Sign Fee	**$30.00**
Unclassified - 0950 - FYa	**$60.25**

All Terrain Tractor Service, Inc.
949 Shadick Dr
Orange City FL 32763-8904

CITY OF ORANGE CITY *205 E. Graves Avenue* *Orange City, FL 32763*

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
All Terrain Tractor Service, Inc.

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
919 Shadick Drive

Requester's name and address (optional)

City, state, and ZIP code
Orange City, FL 32763

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
86 - 1160001

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 6-13-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2016

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
Caton-Hosey Insurance
3731 Nova Rd.
Port Orange FL 32129

CONTACT NAME: Kelly Whitaker
PHONE (A/C, No, Ext): (386)767-3161 **FAX (A/C, No):** (386)760-1770
E-MAIL ADDRESS: kelly@catonhosey.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners	10190
INSURER B : Auto-Owners Ins Co	18988
INSURER C : Bridgefield Employers	10701
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
All Terrain Tractor Service, Inc.
949 Shadick Dr
Orange City FL 32763-8904

COVERAGES **CERTIFICATE NUMBER:** CL16112116282 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X XCU Inculded X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X		72553323	11/30/2016	11/30/2017	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS	X		5055253900 HIRED AUTO PHYS.DAMAGE DED Comp $100/Coll $250	11/30/2016	11/30/2017	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 / RETENTION $			5055332300	11/30/2016	11/30/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		830-54947	11/30/2016	11/30/2017	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented & Leased Equipment			72553323	11/30/2016	11/30/2017		$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Orlando Utilities Commission and their partners, commissioners, directors, officers, agents, and employees are included as an Additional Insured for Auto and General Liability with respects to operations of the Named Insured. Waiver of Subrogation applies with respect to General Liability and Auto Liability.

CERTIFICATE HOLDER
(407)434-4338 mrhoden@ouc.com
Orlando Utilities Commission
5971 Pershing Avenue
Orlando, FL 32822

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
John Hosey/ATHOMP

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RFP DOCUMENTS

Solicitation Packet Form

ORLANDO UTILITIES COMMISSION ORLANDO, FLORIDA
Commissioners:

LINDA FERRONE	**President**
GREGORY D. LEE	**First Vice President**
DAN KIRBY	**Immediate Past President**
CESAR E. CALVET	**Commissioner**
BUDDY DYER	**Mayor/Commissioner**
KENNETH P. KSIONEK	**General Manager & CEO**

RFP16 4218 OQ Asphalt and Concrete	
DATE OF ISSUE:	**9/1/2016**
QUESTIONS/COMMENTS DUE DATE:	**09/13/2016**
ADDENDUM DUE DATE:	**09/16/2016**
RFP DUE DATE:	**09/28/2016**
RFP DUE TIME: 2:00 p.m., EST. ***Proposals will not be accepted after 2:00 P.M. Electronic submittals are preferred. Any non-electronic submittal after the solicitation due time will be returned unopened.***	
ELECTRONIC SUBMITTAL DELIVERY IS PREFERRED. **LOCATION FOR SEALED PROPOSALS IF NEEDED:** ***Solicitation Opening will be held at same location***	Orlando Utilities Commission Reliable Plaza Attn: 1st Floor Security Guard 100 West Anderson Street Orlando, Florida 32801
DIRECT ALL INQUIRIES TO BUYER OF RECORD:	Amy J. Rossi arossi@ouc.com
THIS CONTRACT MAY BE UTILIZED BY OTHER GOVERNMENTAL AGENCIES AT THE SUPPLIER'S DISCRETION.	
BID BOND REQUIRED: YES [ ] - NO [X]	
PAYMENT AND PERFORMANCE BOND REQUIRED: YES [ ] - NO [X]	
NOTE: THE AWARDED SUPPLIER WILL BE REQUIRED TO SUBMIT ONE HARD COPY PROPOSAL WITH WET SIGNATURES, PRIOR TO CONTRACT EXECUTION.	

The undersigned hereby declares that only the persons or firms interested in this proposal/bid response as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this proposal/bid response or in the contract to be entered into; that this proposal/bid response is made without connection with any other person, company, or parties likewise submitting a proposal/bid response; and that it is in all respects for and in good faith, without collusion or fraud.

Proposals shall be prepared in accordance with the Instructions to Proposers document. Failure to submit the necessary forms may cause a rejection of the proposal. The undersigned hereby agrees to provide the services and/or items specified in the solicitation packet form at the prices quoted pursuant to the requirements of this document.

Authorized Signature:	Name & Title (printed)
Respondent Name:	Federal I.D.
Address:	
City	State Zip
Telephone:	E-Mail Address:
Date of Proposal:	Contact Person

NOTE: This form must be completed and returned with your proposal. All proposals must be signed by an officer or employee having authority to legally bind the Respondent(s). Thank you for your interest in doing business with the Orlando Utilities Commission.

ACKNOWLEDGEMENT

- The Supplier agrees to obtain prior to award, if selected, Worker's Compensation, General Liability, Automotive, and other insurance requirements in accordance to the requirements as set forth in the solicitation packet form documents, attached hereto.

  All policies shall be subject to approval by OUC and issued by companies authorized by and in good standing with the Department of Insurance of the State of Florida to conduct business in the State of Florida, whether standard companies, excess/surplus lines carriers or self-insured programs such as Worker's Compensation authorized as a group self-insurer by F.S. 440.57, Florida Statutes.
- The Supplier agrees that it as well as its Subcontractors has a Drug-Free Workplace Program and said program complies with the requirements of Florida Statute §§ 287.087 and 440.101 et. seq., the Omnibus Employee Testing Act of 1991, 49 Code of Federal Regulation § 391 and 40 (operation of commercial motor vehicles).
  - In addition, all Subcontractors must implement a controlled substance and alcohol testing policy for safety sensitive positions as defined by the Commission's Alcohol and Controlled Substance Testing Policy for Safety Sensitive Positions.
  - The Supplier's employees as well as its Subcontractor employees are further prohibited from being under the influence or impairment of alcohol on Commission property or work sites or at any time or place while conducting business with or on behalf of the Commission.
- Only one proposal/bid response for the above project is being submitted and that the named entity has no financial interest in other entities submitting proposals/bid responses for the same project.
- Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, business relationships or property interests for this project. The Supplier shall disclose to OUC the name(s) of any OUC employee or OUC Board member who has a direct or indirect financial interest in the Supplier or in the proposed transaction. An OUC employee or Board member has a direct or indirect financial interest in the Supplier or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Board member or a close relative has an ownership interest in the Supplier (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Supplier, is a partner, officer, director, trustee or consultant to the Supplier, has received grant, travel, honoraria or other similar support from the Supplier, or has a right to receive royalties from the Supplier.
- No member of the entity's ownership, management, or staff has a vested interest in any aspect of the Orlando Utilities Commission nor any business or other relationship with any of its employees, officers, directors or Board members that create a conflict of interest or the appearance of a conflict of interest.
- No member of the entity's ownership or management is presently applying for an employee position or actively seeking an appointment within the Orlando Utilities Commission.
- In the event that a conflict of interest is identified in the provision of services, the signatory, on behalf of the above named entity, will immediately notify the Orlando Utilities Commission in writing.

Statement of No Bid
The Procurement Department is committed to continuously improve its processes to receive maximum participation from the industry/market. Please click on No-Bid Form and take a few minutes to briefly explain to us why you will not be responding to OUC's solicitation and email the form to the Buyer of records.

No Contact Period
From the Date of Issue of this solicitation packet until a decision to approve the notice of recommended award, rejection of all bids or other notice is made, no unauthorized contact, related to this solicitation will be allowed between a bidder, their employees or Subcontractors and any OUC commissioner, officer, director, or staff, with the exception of the Buyer of Record. Any unauthorized contact will disqualify the bidder from further consideration.

Proposal Label: Electronic submittals are preferred. If you wish to submit a hard copy submittal, please use the label below to be placed on front of envelope.

DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN

From: _____

Address: _____

_____

NUMBER: **RFP16 4218 OQ**
TITLE: ASPHALT AND CONCRETE

PROPOSAL TO BE SUBMITTED ON: SEPTEMBER 28, 2016 BY 2:00 PM

DELIVER TO:
ORLANDO UTILITIES COMMISSION
PROCUREMENT DEPARTMENT
AMY J. ROSSI
100 WEST ANDERSON STREET
ORLANDO, FL 32801

TABLE OF CONTENTS

SECTION I:

INTRODUCTION

SECTION II:

REQUIREMENTS AND QUALIFICATIONS

SECTION III:

PROPOSAL SUBMITTAL FORMAT

SECTION IV:

PRICE SCHEDULE

SECTION I

INTRODUCTION

The Orlando Utilities Commission (OUC) is an electric and water municipal utility serving Orlando, Florida and portions of surrounding Orange County. OUC also has an Inter-local agreement with the City of St. Cloud, Florida for the management of its electric utility. Currently we serve more than 313,000 customers. To obtain general information about OUC go to www.ouc.com.

SCOPE OF WORK The purpose of this solicitation is to perform the following types of work in accordance with the requirement which may include the following but not be limited to, lime rock base, asphalt concrete surfaces, Portland cement, concrete pavement and driveway, sidewalk, concrete curb restoration, debris removal, and removal of brick base or underlayment in regards to street restoration.

TERM OF CONTRACT From the effective date through a three year term with two (2) additional one year renewal options for OUC.

PRICE AND COSTS Prices as listed on the solicitation proposal pages must remain firm throughout the contract period of three years.

INVOICES Send all invoices to **Accounts Payable, Attention: Manager,** Orlando Utilities Commission, PO Box 3193, Orlando, FL 32802 or e-mail to accountspayable@ouc.com . In order to insure prompt payment, the Purchase Order (PO) number must be referenced on the invoice.

- Upon completion of a project, the Supplier MUST invoice within 30 days.
- Payment will be made only on completed projects.
- The invoicing must include the name and address of the project for each project, along with the PO number.

PAYMENTS OUC shall have the option to make payments by check, procurement card, wire transfer or Automated Clearing House to the bank account(s) identified by the Supplier.

CONTRACT SAMPLE Please click here.

EVALUATION CRITERIA Please refer to the instruction to Proposers document; item A.14.

SECTION II

Supplier Information

1. Prime Consultant shall provide the following background data on their firm:

   Firm Name_____

   Name of Parent Company_____

   Complete Business Address _____

   _____

   _____

   State of Incorporation _____

   Name, Address, Telephone
   Number of Contact
   Personnel _____

   Office Number, Cell/Mobile
   Number and Email of
   Contact Personnel _____

   Size of company _____

   Years in Business _____

   Organization Management Overview

   _____

   _____

   _____

   Ownership

   _____

   _____

   _____

2. Number of offices / locations _____ Number of employees _____
3. Dun & Bradstreet Number _____
4. Is the firm licensed to conduct business in the State of Florida?

   Yes ( ); No ( ) If Yes is checked, provide:

   Current License Information: _____

State Certification Number: _____

Certification Categories: _____

(Provide a copy of your firm's business licensees with your response)

If not, (Bidder must be registered to do business in the State of Florida by the time Notice of Intent to Award is sent). The link to the site is: http://www.sunbiz.org

5. Are you a Women Owned or Minority Owned business?
   Yes ( ) No ( )

   If yes, explain which one_____

6. Does your company have an affirmative action plan in utilizing small business / minority / disadvantaged entrepreneur and local participation in pre-qualifying vendors and subcontractors? Will you report your efforts on an annual basis? Yes ( ) No ( )
7. Is your company currently involved in any unsettled litigation? Yes ( ); No ( )
   If yes, please explain:
8. Has your company ever been issued a warning or violation by a regulatory agency for noncompliance with Federal or State regulations? Yes ( ); No ( )

   Dates: _____ Describe: _____
9. Does your company have employee incentive programs to reward safety, productivity, quality, performance, and/or longevity? If so, describe.
10. Have you ever had a contract terminated? If yes, provide the name of the company, when the event happened, and reasons.
11. Has the Company ever been in a lawsuit where the company or one of its employees was accused of a wrong doing? If yes, provide name of plaintiff, when the event occurred and reasons.

Approach to perform work

A. Please list the equipment you own, and which you intend to use in the execution of this contract: (Please attach separate pages)

B. Where are the current construction offices located that you would plan to provide these services?

C. What are your current crew resources planned to support this service?

D. Please provide an org chart and list the key personnel responsible for executing the services including their resume, current title, how long they have been in this position.

Safety Record

A. Do you have a Safety Training Program for your employees? Yes ( ); No ( )
If yes, please provide an outline or attach a copy of program.

B. Please provide a copy of your safety manual.

C. Does your firm have a Drug Free Workplace Policy? (Yes or No). If yes, provide a brief summary and/or copy of your Policy.

D. Does your Firm performs any or all of the following employee pre-screening requirements:

Drug Screening Tests: Yes ( ); No ( )
Workers' Compensation History Review: Yes ( ); No ( )
Driver's License Verification: Yes ( ); No ( )
Pre-employment Physical Exam: Yes ( ); No ( )
Criminal History Review: Yes ( ); No ( )

E. Workman's Compensation Information:
   a. Provide experience modification rating for the last 3 years.
   b. OSHA Information:
      - OSHA Incidence Rate for the last 3 years
      - OSHA Frequency Rate for the last 3 years
        (Number of Lost Time Cases x 200,000/Total Man-hours)
      - OSHA Severity Rate for the last 3 years
        (Number of Lost Work Days x 200,000/Total Man-hours)

REQUIREMENTS

1.0 GENERAL REQUIREMENTS

1.1 The Supplier shall perform the following types of work in conjunction with this bid:

- Lime rock base
- Asphalt concrete surfaces
- Portland cement concrete pavement and driveway
- Sidewalk
- Concrete curb restoration
- Debris removal
- Removal of brick base or underlayment in regards to street restoration
- Flowable fill

1.2 All projects must be completed in accordance with the best commonly acceptable practices and the appropriate City, County and /or State road construction requirements.

1.3 The Supplier is responsible for providing all labor, materials, equipment and incidentals necessary to perform and complete assigned projects. The Supplier shall provide the use of competent, qualified personnel.

1.4 The Supplier will be responsible for the scheduling and the procurement of the necessary proctor and soil density tests as well as the replacement of necessary applicable highway markings as required.

1.5 Proctor and soil density tests that are the result of Supplier compaction error are the sole responsibility of the Supplier.

1.6 The concrete on sidewalks and driveways should withstand 3000psi or per the appropriate city, county and/or state road construction requirements.

1.7 It shall be the Supplier's responsibility to verify that the information provided on the equipment list is accurate and to advise OUC, before the proposal opening date, of conflicting requirements or omissions of information, which require clarification.

1.8 The Supplier must employ sufficient full-time employees to provide the services described herein.

2.0 RESPONSE TIME

All concrete and asphalt repair and restoration on a specific project must be started and completed within five (5) calendar days including weekends and holidays from date of notification by OUC.

Exceptions to this response time would be work that is considered a priority
This includes emergency work and Supplier must be capable of mobilization within a four (4) hour timeframe and MUST make continuous progress until final completion of work.

3.0 LEAVE BLANK INTENTIONALLY

4.0 REMOVAL/DISPOSAL OF TRASH/DEBRIS

4.1 The Supplier, without charge, shall clean the working areas each day of all trash and waste materials and shall maintain the site in a neat and orderly condition throughout the work period. The Supplier will be compensated for the rubble dump fee as per the Bid Proposal Pages.

4.2 The pricing to be submitted for the rubble dump fee should include all costs and fees associated with removing, transporting, and dumping rubble in a properly licensed, local, state, or federal dump site. Proof of receipt for disposal shall accompany invoicing.

5.0 WORK SCHEDULE

In general all work will need to be completed from 7:00 am to 4:00 pm Monday through Friday. Supplier must schedule and receive approval by the OUC project coordinator prior to beginning any work outside the normal working hours. Supplier must be willing to work weekend and holiday hours if deemed necessary by OUC personnel.

6.0 TERMINATION OF PERSONNEL

OUC does reserve the right to immediately remove from the site any person felt to be an immediate safety risk. A request of this nature will be handled by the OUC representative informing the Supplier's key personnel verbally or in writing.

6.1 If the Supplier persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply skillful workers or suitable materials or equipment or failure to adhere to response time).

6.2 If the Supplier disregards laws or regulations of any public body having jurisdiction.

6.3 If the Supplier disregards the authority of the OUC representative/inspector.

6.4 If any of these events occur, OUC has the right to terminate this contract with 7 days written notice to the Supplier.

7.0 TRAFFIC CONTROL

7.1 The Supplier shall provide all traffic control plans and secure permits as required by the governing agency. Work zone requiring traffic control will be in accordance with Manual on Uniform Traffic Control Devices and the State of Florida Utility Accommodation Guide. The Supplier will provide the necessary trained traffic control personnel as set forth in the Utility Accommodation Guide. An estimate shall be submitted for prior approval for any project designated by OUC needing requirements for Traffic Control.

7.2 The Supplier will be responsible for all traffic control devices such as barricades, lights, steel plates, and arrow boards. The use of such devices shall be considered incidental to the overall project and the cost for the use of such devices shall be included.

7.3 All traffic control devices must conform to the State of Florida DOT “Roadway & Traffic Design Standards” and the Manual on Uniform Traffic Control Devices”.

8.0 MATERIALS

All materials supplied by the Supplier must meet OUC requirements. The Supplier may substitute materials with prior OUC approval. OUC reserves the right to reject any substitutions submitted. Supplier will be responsible to coordinate and substitute material approvals with the appropriate city, county and/or state agency and must receive approval from same prior to supplying the material.

9.0 INSPECTION

9.1 Material quality and project workmanship will be to the satisfaction of OUC, as determined by the OUC Inspector or designated representative.

9.2 Private property shall be restored to both OUC's and the property owners' satisfaction.

10.0 PROJECT COMPLETION

10.1 OUC will provide all permits for this project, as applicable. The Supplier is responsible to perform as per the regulations associated with all permits provided.

10.2 The Supplier shall be responsible for contacting the proper authorities when work is to be scheduled and/or inspected.

10.3 The OUC Water Distribution unit will provide the Supplier with a copy of the Field Work Area Information Sheet.

10.4 No payment will be made until approval and applicable permit signatures by the appropriate governmental agencies (City, County, State, etc.), as well as the submitted quantities and measurements are verified by the appropriate OUC personnel.

10.5 There shall be no invoicing until job completion, including site clean-up.

10.6 Proctor and soil density test results will be provided to OUC no later than five (5) business days following completion of the test.

11.0 LICENSES / QUALITY ASSURANCE

11.1 The Supplier shall provide OUC copies of its current City of Orlando and Orange County Occupational Licenses and a valid General Contractor's License.

11.2 The Supplier shall be licensed as required by City, County, State and/or Federal government to perform the work requested by OUC.

11.3 The Supplier shall have been in the business of providing similar services for over three years, and offer technical services upon written request.

11.4 The Supplier shall submit to OUC, at least three job references where the Supplier has successfully performed similar services. Current contracts/ agreements may be submitted as references. The following information MUST be submitted with EACH reference:

- Company Name
- Contact Name
- Address
- Phone Number
- Fax Number
- Email Address

12.0 LEAVE BLANK INTENTIONALLY

13.0 SUPPLIER COMMUNICATIONS

13.1 Supplier shall provide OUC with a single contact person for all communications dealing with performance under the terms and conditions of the contract.

13.2 Supplier shall enable communications to be principally carried out by electronic e-mail; followed by phone confirmation. OUC will e-mail or fax a project description and its location. Throughout the duration of this contract, each project will be assigned in this manner. Any special instructions will also be given in the same manner.

The Supplier shall have a regular telephone number and a cellular phone number throughout the duration of this contract. Both phone numbers will be made available to OUC personnel at all times. The Supplier is also required to maintain a fax number and voice mail (or answering machine). It is required that the Supplier have an e-mail address available. Contact information for the subcontractor must also be made available to OUC personnel at all times.

13.3 Supplier, OUC or senior management shall participate in periodic review meetings to review performance issues and conduct property reviews as required.

Miscellaneous

A. Work will be done throughout OUC's territory. This is primarily within the City of Orlando, City of St. Cloud, and Orange County.

B. The Supplier shall be licensed as required by the City, County, State and/or Federal government to perform the work requested by OUC. The Supplier must be approved to perform FDOT road repairs.

C. All of the Supplier's vehicles must have the company logo clearly visible somewhere on its exterior body.

D. The Supplier shall assign a qualified and experienced single point of contact identified as key personnel to direct the field crew.

E. OUC reserves the right to employ a Third Party Inspector. The Third Party Inspector shall have the authority of OUC to ensure the Supplier's compliance with the requirements.

F. There is to be no communication between the Suppliers, his employees, subcontractors other representative with any local, state, or federal agencies, as well as the press or social media. All aforementioned communication will be conducted by an OUC designee. Failure to comply with this requirement can result in immediate cancellation of this contract.

G. If subcontractors are to be utilized in this project, their names and references must be included in the initial contract response. Responsibility for the performance of the contract remains with the main Supplier exclusively. Subcontracts may be added to this contract during the contract period with PRIOR WRITTEN PERMISSION from OUC only.

H. OUC reserves the right to contact references for recommendations prior to award.

I. While on OUC property or while conducting services on OUC's behalf, the Supplier must adhere to all applicable OSHA requirements and OUC safe work practices.

J. All Supplier employees must wear uniforms or other means to identify themselves as employees of the Supplier.

K. Any damage to facilities or equipment caused by the Supplier shall be repaired by the Supplier at their expense to a condition agreeable to OUC.

L. The Supplier shall grant OUC access to its premises and facilities as to enable OUC, or designee, to determine that the Supplier's equipment and materials are in good working order to ensure effective response to a hazardous waste spill related emergency

SECTION III
PROPOSAL SUBMITTAL FORMAT

Please click on Instruction to Proposers to assist you in preparing your proposal.

THE FOLLOWING DOCUMENTS CONSTITUTE YOUR SUBMITTAL:
Bidder shall print and complete all the data forms "checked" below and make them part of their submittal package (by clicking on the links provided below) together with any other required information.

All original forms shall have a wet signature and when required a notary stamp. They should be scanned and uploaded with your submittal. You will have to provide these signed original forms if your firm is recommended for award.	
Technical Response File	
[x]	**Signature Page on Page 2 of this document**
[x]	**Cover Page**
[x]	**Sworn Statement on Public Entity Crimes and Scrutinized Companies Under Florida Statutes, Section 287.133 (3) (a) and 287.135**
[ ]	**Bid Bond**
[ ]	**Payment And Performance Bond**
[x]	**Dispute Disclosure**
[x]	**Exceptions**
[x]	**Addenda**
[x]	**Supplier Information (pages 6-9)**
[x]	**Copy of Company's Business License**
[x]	**Copy of Insurance Certificate**
[x]	**W-9 Form**
[x]	**Subcontractors and Potential Cost Savings Alternative**
[x]	**References**
[x]	**Response to all requirements (pages 10-14)**
Cost File	
[x]	**Pricing Sheet (use MS Excel Sheet provided in VendorLink)**

Please use the links provided below to access some of OUC's Policies and procedures that the suppliers need to read and be aware of as suppliers make their decision to bid on this formal solicitation opportunity:

- Click on, **"**Contractor Security Policy**"**
- Click on, **"**Bid Protest Procedure**"**
- Click on, **"**Contractor Orientation for Stanton Energy Center**"**
- Click on , **"**Alcohol and Controlled Substance Abuse Policy**"**
- Click on , **"**Alcohol and Controlled Substance Testing Policy**"**
- Click on, "OUC Travel and Expense Guidelines"

THESE POLICIES AND ANY SUPPLEMENTAL POLICIES PROVIDED AT CONTRACTOR ORIENTATION ARE HEREBY FULLY INCORPORATED INTO THIS CONTRACT BY REFERENCE AND TO THE EXTENT APPLICABLE TO THE SUPPLIER IN THE PERFORMANCE OF THE WORK. SUPPLIER AND ITS SUBCONTRACTORS, SUPPLIERS, AGENTS, AND EMPLOYEES SHALL FULLY COMPLY WITH ALL SUCH POLICIES AS AMENDED FROM TIME TO TIME.

These Policies may be found on the OUC – Procurement Services department website among additional important information.

SECTION IV
PRICE SCHEDULE
(Use the MS Excel file provided for your submittal)

The unit pricing shall be firm for the initial three (3) year period of the contract.
Pricing may be renegotiated prior to renewing the Contract at the end of that initial period.

Pricing shall include all labor, material, equipment rental, consumables, tools, overhead and profit required to perform the projects as described herein.

In the event an error in calculations is found, the unit price bid will be used to determine the correct extended price.

4218 OQ Concrete and Aspault Services

LINE ITEM	DESCRIPTION	3 YEAR ESTIMATED QUANTITY	UNIT OF MEASURE	COST PER UNIT
Asphalt pavement per 1.5" layer				
1	10 sq. yds. or less	215	sq. yd.	
2	10.1 to 30 sq. yds.	210	sq. yd.	
3	Over 30 sq. yards	750	sq. yd.	
Ashpalt pavement per each add'l. 1/2" layer thickness				
4	10 sq. yds. or less	150	sq. yd.	
5	10.1 to 30 sq. yds.	200	sq. yd.	
6	Over 30 sq. yards	2500	sq. yd.	
Asphalt pavement 1" thickness (overlay)				
7	10 sq. yds. or less	15	sq. yd.	
8	10.1 to 30 sq. yds.	15	sq. yd.	
9	Over 30 sq. yards	15	sq. yd.	
FC-4 Asphalt Friction Course 1" thickness (overlay)				
10	10 sq. yds. or less	15	sq. yd.	
11	10.1 to 30 sq. yds.	15	sq. yd.	
12	Over 30 sq. yards	15	sq. yd.	
FC-2 Asphalt Friction Course 5/8" thickness (overlay)				
13	10 sq. yds. or less	15	sq. yd.	
14	10.1 to 30 sq. yds.	15	sq. yd.	
15	Over 30 sq. yards	15	sq. yd.	
4" Concrete (Sidewalk or Driveway)				
16	10 sq. yds. or less	15	sq. yd.	
17	10.1 to 20 sq. yds.	30	sq. yd.	
18	Over 20 sq. yards	30	sq. yd.	
6" Concrete (Sidewalk or Driveway)				
19	10 sq. yds. or less	15	sq. yd.	
20	10.1 to 20 sq. yds.	15	sq. yd.	
21	Over 20 sq. yards	60	sq. yd.	
8" Concrete (Sidewalk or Driveway)				
22	10 sq. yds. or less	15	sq. yd.	
23	10.1 to 20 sq. yds.	15	sq. yd.	
24	Over 20 sq. yards	15	sq. yd.	
6" x 16" Straight or Radius Upright Curb				
25	20 lin. ft. or less	25	lin. ft.	
26	Over 20 lin. ft.	15	lin. ft.	
2 ft. Curb & Gutter Section or Radius				
27	20 lin. ft. or less	30	lin. ft.	
28	Over 20 lin. ft.	15	lin. ft.	

In the event an error in calculations is found, the unit price bid will be used to determine the correct extended price.

4218 OQ Concrete and Aspault Services

Density Tests: Certified Testing Lab (when required by agency inspector)				
29	Soil Proctor Test	15	each	
30	Soil Density Test	15	each	
8" Concrete Roadway replacement (broom finished)				
31	10 sq. yds. or less	15	sq. yd.	
32	Over 10 sq. yds.	15	sq. yd.	
8" Concrete Road Base (unfinished)				
33	10 sq. yds. or less	15	sq. yd.	
34	Over 10 sq. yds.	200	sq. yd.	
Surface Prep. For Limerock				
35	10 sq. yds. or less	15	sq. yd.	
36	Over 10 sq. yds.	15	sq. yd.	
8" Limerock Road Base				
37	10 sq. yds. or less	15	sq. yd.	
38	Over 10 sq. yds.	15	sq. yd.	
Limerock Road Base per each add'l. 2" layer thickness				
39		15	sq. yd.	
Remove Asphalt and Dump				
41	10 sq. yds. or less	90	sq. yd.	
42	10.1 to 20 sq. yds.	80	sq. yd.	
43	20.1 to 40 sq. yds.	110	sq. yd.	
44	Over 40 sq. yds.	775	sq. yd.	
Remoce Concrete and Dump				
45	10 sq. yds. or less	15	sq. yd.	
46	10.1 to 30 sq. yds.	25	sq. yd.	
47	Over 30 sq. yards	40	sq. yd.	
Remove Limerock and Dump				
48	10 sq. yds. or less	15	sq. yd.	
49	10.1 to 20 sq. yds.	15	sq. yd.	
50	20.1 to 40 sq. yds.	15	sq. yd.	
51	Over 40 sq. yds.	195	sq. yd.	
Stripes & Lines - whie & yellow (to DOT Standards				
52	4" Solid	10	lin. ft.	
53	6" Solid	10	lin. ft.	
54	8" Solid	10	lin. ft.	
55	12" Solid	10	lin. ft.	
56	18" solid	10	lin. ft.	
57	24" Solid	10	lin. ft.	
58	6" Skip	20	lin. ft.	
59	Directional Arrow	5	each	
60	Message	5	each	
61	Reflective Marker	5	each	

In the event an error in calculations is found, the unit price bid will be used to determine the correct extended price.

4218 OQ Concrete and Aspault Services

Priority Work				
62	Jobs < $2,500		%	
63	Jobs to include and > $2,500		lump sum	
Remocal of Brick base or underlayment in regards to street restoration				
64	10 sq. yds. or less	90	sq. yd.	
65	10.1 to 20 sq. yds.	80	sq. yd.	
66	20.1 to 40 sq. yds.	110	sq. yd.	
67	Over 40 sq. yds.	775	sq. yd.	
Sod Restoration				
68	Sod - St Augustine	1000	sq. yd.	
69	Sod - Bahia	1000	sq. yd.	

Payment Discount Options

1%20 net 30

2%15, net 30

3% 10, net 30

None Offered

Others

INSTRUCTIONS TO PROPOSERS

As required by Florida's Public Records Law, information provided to OUC in the course of business will be made available for public inspection and copying unless a specific statutory exemption applies.

From the Date of Issue until a notice of recommended award, rejection of all submittals or other notice is made, **no unauthorized contact**, related to the solicitation will be allowed between a Proposer, their employees or Subcontractors and any OUC commissioner, officer, director, or staff, with the exception of the OUC Buyer of Record. Any unauthorized contact will disqualify the Proposer from further consideration.

CONFIDENTIALITY NOTICE TO PROPOSERS

By submitting a proposal to OUC, each Proposer acknowledges and understands that OUC is a public agency subject to Chapter 119 Florida Statutes ("Public Records law"). Any proposal document submitted by Proposer will become a public record until such time as OUC provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Trade Secrets and certain background financial information, among other items, may constitute exemptions to disclosure under the Public Records law.

Proposal Phase

Any Proposer wishing to assert its right to claim an exemption as to any portions of its Proposal to OUC must specifically identify the statutory exemption and do the following:

1. Submit any such portions of the Proposal in the proposal packet with only those portions considered Exemptions blacked out ("redacted").

2. Submit along with the redacted Proposal one copy of an un-redacted version of the same documents in either a sealed envelope marked as "Confidential –Trade Secret/ Proprietary Information", or in a separate electronic file with the word "Confidential" included in the file name.

Negotiation Phase

If a Proposer must provide any information during negotiations with OUC and Proposer wishes to assert its right to claim any such exemption, it must specifically identify the statutory exemption and do the following:

1. Submit any such materials with those portions considered a Confidential-Trade Secret/Proprietary Information blacked out ("redacted").

2. Submit along with the redacted materials one copy of an un-redacted version of the same materials in either a sealed envelope marked as "Confidential –Trade Secret/ Proprietary Information", or in a separate electronic file with the word "Confidential" included in the file name.

A.1 **GENERAL INFORMATION** Sealed Proposals will be received by the Orlando Utilities Commission through VendorLink or to the location noted on the Solicitation Package Form, herein referred to as "OUC," for goods, equipment, materials, and related services set forth in the included specifications and documents. The parties hereto agree that each of the following three sets of phrases shall each have the meaning hereto ascribed to it and each set may be used interchangeably:

A. "Bidder(s)", "Supplier(s)", and "Proposer(s)" shall mean the party, person, firm, company, corporation, partnership, joint venture or other type of entity responding to this solicitation.

B. "Solicitation" means , "Request for Proposal(s)", "RFP", "Request for Quote", "RFQ", "Invitation to Bid", "ITB" to which you are responding.

C. "Bid(s)", "Proposal(s)", or "Quote(s)" shall mean the documents formally submitted to OUC by each of the Proposers responding to this solicitation packet form.

Proposals submitted electronically will be opened publicly on stated solicitation due date at 2:30 p.m. Local Time at 100 West Anderson Street, Orlando, Florida. The only information, which will be read at the time of the opening, will be the name of the Proposer and if they have provided all the information required for each item on the response sheet. No other information is shared at this time, with the exception of solicitations for construction or repairs on public works projects in which the price submitted will be announced. Proposals not meeting the requirements may be rejected.

ALL PROPOSERS SHALL BE REGISTERED ON VENDORLINK SYSTEM IN ORDER TO SUBMIT AN ELECTRONIC PROPOSAL. INDIVIDUAL FILES CANNOT BE LARGER THAN 2GB.

SOLICITATION QUESTIONS

All questions concerning this solicitation must reference the Solicitation Package document page number, and section heading. Questions will be answered and posted to VendorLink website in the form of addenda to the solicitation.

ELECTRONIC SUBMITTAL OF THE PROPOSAL

Proposals shall be submitted electronically only by visiting VendorLink. Only files in .MS Word (.doc or .docx), Excel (.xls or .xlsx) & PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); .Compressed File (ZIP) only formats will be accepted. Printing shall be enabled on files submitted.

The cover page must clearly identify the Solicitation Number, Name and the Date of Submission and the Name of Proposer.

The solicitation Number and Name must be included on the footer of each page of the Solicitation Packet Form and all attached documents at time of submittal.

Number each page consecutively, including the Letter of Commitment, brochures, licenses, resumes, and any other related supplemental information.

Separate and identify each criterion response by use of a divider/separation page.

In the event of technical difficulties in submitting proposals, proposers should contact VendorLink technical support at support@evendorlink.com.

PROPOSAL FORMAT AND CONTENT

Proposers must follow the instructions outlined below and provide all information requested.

Submit two separate files. (***Technical Response File***) and (***Cost File***).

Technical Response File

This file should contain but, not limited to the following:

- Table of Content
- Introductory letter
- Name, title, address and telephone number of contact person during period of proposal evaluation.
- All fully executed compliance Forms, Supplier Information, and Certificate of Insurance.
- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- Key Proposed Staffing and Project Organization for assignment to this contract/project. Proposed working relationship between Proposer and subcontractors, if applicable.
- Furnish brief resumes (not more than two [2] pages each) and Financial Information, if applicable.
- Signature and Title of a person authorized to bind Proposer to the terms of the proposal.

- Work Plan, Technical Proposal, Qualifications, Related Experience and References.
- Provide a general description of the firm's financial condition.
- Proposer's ability to complete the Scope of Work / Technical (if applicable).
- Specifications (if applicable).
- And any proposed alternative approaches to meeting OUC's contractual requirements, these should be thoroughly explained.

We recommend to be one file (editable PDF preferably). Not a scan copy.

Cost File

- Upload your cost file as a separate document: At a minimum break costs out per task/line item.

NOTE: ONE HARD COPY SET WITH WET SIGNATURES AND ORIGINAL COMPLIANCE FORMS WILL BE REQUIRED FROM THE AWARDED SUPPLIER, PRIOR TO CONTRACT EXECUTION.

SOLICITATION SELECTION SCHEDULE

OUC will adhere to the stated schedule during the solicitation process unless notice of change in schedule is issued to the Proposers. OUC reserves the right to postpone the date and time announced for opening of proposals. Such postponement may be made at any time prior to the time announced for the opening of proposals. OUC will give written notice of any such postponement by issuance of an addendum confirming the changing of the announced date and time for opening of proposals.

The following shall cause an automatic rejection of the proposal:

- Proposals delivered/submitted after the 2:00 p.m. due date
- Failure to submit a Bid Bond when required
- Failure to attend a mandatory pre-proposal meeting and/or any mandatory presentation
- "Failure to submit a signed Payment and Performance Bond Compliance Form when (a) a Payment and Performance Bond is required or (b) alternate payment and performance security permissible under Section 255.05, Florida Statutes is required

The following items may cause a rejection of the proposal:

Failure to submit copies of any of the signed & notarized forms:

- Statement on Public Entity Crimes form
- Dispute Disclosure
- Sworn Statement
- Addenda Form

For hard copy proposals the sealed envelope or other container containing the proposals shall be marked using the provided label on page 4 of the solicitation document. Sealed proposals, which are sent through the mail or other such delivery service, shall be sent in such a manner as to allow the opening of the "Mailing Container" and still have intact in another envelope the proposal. The Mailing Container shall contain the words: **"PROPOSAL ENCLOSED".**

OUC expects proposals that address all of the information requested in the solicitation and subsequent clarifications and reflects the capabilities of the Proposer. For hard copy proposals the documents may be stapled, spiral bound or secured within a three-ring loose-leaf binder.

If supplemental information is required, it shall be submitted in accordance with Article A.3.1. Any variations shall be listed in accordance with the instructions given in Article A.3.1 and on the Exceptions form.

A.2 **PROPOSAL DOCUMENTS** Prospective Proposers who intend to make a proposal to OUC will be provided without charge one set of the specifications and documents for preparation of proposals. Addenda documents will be issued only to prospective Proposers.

A.3 **PROPOSALS** Proposals shall be prepared in accordance with the requirements of these Instructions to Proposers. Proposals, which are not prepared in accordance with such instructions, will imply that the Proposer does not intend to comply with all of the proposed contract conditions and such proposals will be considered irregular and may be rejected.

A.3.1 **Preparation** Each proposal shall be submitted completely using the proposal and proposal data forms. Entries on the proposal and proposal data forms shall be printed, typed, or legibly written.

If the Proposer submits an alternate proposal, they shall clearly identify the proposal as an " Alternate Proposal". Alternate proposals may be considered a blanket exception to the solicitation and rejected, at the discretion of OUC.

A.3.2 **Signatures** An authorized representative of each Proposer shall sign the proposal and shall give their full name and title and the Proposer's business name and address. The Proposer's name stated on the proposal

shall be the exact legal name of the firm. The names of all persons signing should also be typed or printed below the signature. Compliance forms must be signed in accordance with Section A.4 below.

A.3.3 **Submittal** Proposals shall be submitted in accordance with the instructions and schedule included in the solicitation transmitting these specifications and documents to the Proposer.

A.3.4 **Withdrawal** Proposers will have access to their submittals which may be withdrawn, altered, and resubmitted through VendorLink at any time before the time set for the receipt of the proposals. Proposals may not be withdrawn, altered, or resubmitted, after the time set for receipt of proposals. OUC may request clarifications and additional information after proposal submission. Hard copy proposals may be withdrawn during that same period.

A.4 COMPLIANCE FORMS

A.4.1 **Public Entity Crimes** Each Proposer shall submit copies of an executed and notarized copy of the Sworn Statement Under Section 287.133 (3)(a) and 287.135, Florida Statutes, on Public Entity Crimes and Scrutinized Companies, a copy of which is included in the Compliance Forms section.

A.4.2 **Proposal Forms** Each Proposer shall submit copies of an executed copy of each of the required forms found under Section III, Proposal Submittal Format of the solicitation packet form.

Proposals by partnerships shall be signed with the partnership name followed by the signature and designation of a general partner or other authorized representative. If signed by someone other than a general partner, proof of the authority of the authorized representative shall be submitted therewith in a form satisfactory to OUC, i.e., Corporate Resolutions that grant authority, to bind the corporation.

Proposals by a corporation shall be signed using the official corporate name of the corporation, followed by the signature and designation of the president, secretary, or other person(s) authorized to bind the corporation.

A proposal by a person who affixes to their signature the word "president," "secretary," "agent," or other designation, without disclosing their principal, may be rejected. Satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Proposing corporations shall designate the state in which they are incorporated, the address of their principal office, and the names and addresses of all resident agents authorized to receive service of process on behalf of the corporation.

A.5 **PROPOSAL PREPARATION** This solicitation does not commit OUC to pay any costs incurred in the preparation and submission of the proposal or to pay any other costs incurred prior to award.

A.6 **LOCAL CONDITIONS** Each Proposer shall have thorough knowledge of conditions, factors, and scope of work, which would affect the execution, and completion of the requested work. If required, site visits will be held the day of the Pre-Proposal Conference unless otherwise arranged.

All such factors shall be properly investigated and considered in the preparation of every Proposal submitted. No claims for financial adjustment to any contract awarded will be permitted by OUC, based on the lack of prior information or its effect on the cost of the work.

A.7 **COMPLETENESS OF PROPOSAL**

A.7.1 Proposers shall quote on all items under Price Schedule. Failure to do so may result in the proposal being rejected as not responsive.

A.7.2 When quotations on certain items are optional, Proposers shall insert the words “no proposal” in the space provided for any item for which no quotation is made.

A.7.3 The Proposal must be signed as required in this solicitation.

A.8 **ALTERATIONS OF PROPOSAL** Except as otherwise provided herein, proposals which contain erasures or interlineations not authenticated as provided herein, or any other modifications of the Proposal may be rejected. Erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten initials of each person executing the Proposal.

A.9 **EXCEPTIONS** OUC is seeking proposals that meet all technical and commercial requirements as outlined in this solicitation. In the event a Proposer takes exceptions to any solicitation requirement or condition, the exception must be specifically stated on the “Exception” form provided within the solicitation document and only those exceptions written on the form at the time the Proposal is submitted will be considered. Proposer acknowledges that any exceptions taken to the solicitation criteria (including submitting an alternate proposal) may result in OUC determining the Proposal to be nonresponsive.

A.10 **CLARIFICATIONS** If any prospective Proposer has doubt as to the true meaning of any part of the solicitation, they may submit a written request **(verbal requests will not be accepted**) for clarifications through VendorLink using the Solicitation Questions template. All questions concerning this solicitation must reference the Solicitation Package Form document page number, and section heading. The person submitting the request will be responsible for its prompt submittal in accordance with the instructions below.

Any clarification of the solicitation will be via an OUC issued addendum. Verbal responses will not be provided and are not binding on OUC.

Failure of the Proposer to request information or make inquiries will not relieve the Proposer from any responsibility to perform under the terms of any contract awarded for the work in accordance with subsequent clarifications of the Proposal documents.

Once clarified and/or answered, an Addendum will be issued to all Proposers.

A.11 **ACCEPTANCE AND REJECTION OF PROPOSALS** OUC reserves the right to accept the Proposal which, in its judgment, is the most responsive and responsible Proposal and to reject any and all proposals; as well as waive irregularities and formalities in any proposal that is submitted.

Without limiting the generality of the foregoing, OUC may reject any proposals which are incomplete or irregular; any Proposals which omit any one or more items for which the solicitation requires, any Proposals which omit unit prices if unit prices are required, any Proposals from Proposers who have previously failed to satisfactorily complete contractual obligations.

A.12 **SUPPLIER DIVERSITY** OUC has adopted a policy to encourage broad-based participation in all contracts with OUC. Any Proposer submitting a proposal for a contract with OUC shall comply with this policy or may be declared a non-responsive Proposer. A copy of the policy can be found clicking on this link.

A.12.1 Parties seeking to utilize certified M/WBE's are encouraged to contact the Diversity Coordinator at supplierdiversity@ouc.com as a resource.

A.13 **PROPOSAL PRICE SCHEDULE** All pricing shall be firm unless stated otherwise in the solicitation packet form.

A.14 **EVALUATION OF PROPOSALS** OUC will evaluate the Proposals based on the information provided by each of the Proposers. OUC's review may include, but not be limited to the following categories: Qualifications and Experience, Responsiveness to Submittal Requirements, Safety and Quality Programs, Financial Soundness of Firm, and Price.

OUC reserves the right to negotiate with all or some of the Proposer(s) having the most responsive and responsible Proposal(s) in the best interest of the Commission. This negotiated process may occur prior to Commission approval. Each Proposer acknowledges that OUC will evaluate all Proposals and then may initiate clarification discussions or seek additional information from all or some of the Proposer(s) in order to fully understand any unclear elements of their proposals. Following clarification OUC may then initiate negotiations with the Proposer considered to be the most responsive and responsible. If no agreement is reached with the highest ranked Proposer, OUC may reject all Proposals or continue negotiations with each subsequent Proposer in the ranking until an acceptable deal is reached. A final contract award may be contingent upon OUC Commission and legal approval.

Selected personnel from OUC will evaluate all properly prepared and submitted Proposals and may make a recommendation for award based on the ranking of proposals.

OUC reserves the right to consider historic information and facts, whether gained from the Proposer's Proposal, question and answer conferences, references, and/or other sources in the evaluation process.

OUC may conduct such investigations as deemed necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, Subcontractors, and other persons and organizations to perform and furnish the work in accordance with the Proposal documents to the Commission's satisfaction within the prescribed time.

The Proposer is solely responsible to submit information related to the evaluation categories. OUC is under no obligation to solicit such information if it is not included with the Proposal. Failure of the Proposer to submit such information may cause an adverse impact on the evaluation of the Proposal

A.15 CANCELLATION Prior to the final execution of a Contract or full Notice to Proceed, OUC reserves the right to rescind said award without prior notice to Proposers, and reject all Proposals and reissue or re-award.

A.16 FREIGHT All freight shall be coordinated with OUC's Contractor for shipping unless it is determined by OUC that the Supplier can obtain freight/shipping rates or methods that are more advantageous to OUC. The alternate shipping proposal shall be based upon delivery to OUC Free On Board (FOB) carrier at the designated OUC facility or location, and must include the carrier name, insurance coverages, and firm price freight cost estimate. Any alternate proposal must be included in the bid response to this solicitation. OUC may in its sole discretion accept or reject the proposed alternate shipping arrangement. OUC's freight/shipping supplier is Nexterus and their contact number is 1-888-867-5952, Monday through Friday, between the hours of 8:00 a.m. to 7:00 p.m.

(EST). Email address for the customer service group is dcs@nexterus.com. After hours/emergencies number is (866) 782-8902.

A.17 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

If you would like to allow other government agencies to use this Proposal, the resulting contract must be provided on the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities.

Each governmental agency desiring to accept these terms and conditions, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

A.18 BID BOND (IF APPLICABLE) Proposer may be required to submit either a certified check or cashier's check drawn on an acceptable bank or an acceptable bidder's bond executed by the bidder and a surety company authorized to do business in the State of Florida. The value of the bid bond shall be five percent (5%) of the proposal price schedule. When submitting an electronic proposal through VendorLink, please provide a copy with the check and express mail the original check to the delivery location provided on the first page of the Solicitation Packet Form.

The bid bond guarantee shall be made payable without condition to OUC. The amount of the check or bond may be retained by and forfeited to OUC as liquidated damages if the proposal result in a contract award and the bidder fails to honor the accepted terms.

The bid bond of the bidder to whom the contract is awarded will be returned when said proposer executes the contract and files a satisfactory payment and/or performance bond, if required. The bid bond of the second lowest responsible proposer may be retained for a period not to exceed thirty (30) days pending the execution of the contract by the successful bidder. The bid bond of each unsuccessful proposer will be returned upon request after award of contract or when the Proposal is rejected.

A.19 PERFORMANCE AND PAYMENT BOND (IF APPLICABLE) The Proposer awarded the Contract may be required to furnish a Performance Bond and a Payment Bond as per Florida Statutes; Section 255.05 to OUC equal to 100 percent of the contract price. The cost of such bonds shall be stated as a separate line item in the proposal.

The bond shall be signed by a surety company authorized to do business in the State of Florida and acceptable as surety to OUC. The Performance Bond and

Payment Bond shall be dated as the actual date of their execution, and with the bonds shall be filed certified copies of the power of attorney of such attorney-in-fact signing the bond on behalf of the surety, and such certificates shall be certified to show that such power of attorney was in effect to and including the date of the actual execution of the bonds. In any event, any such bonds submitted by a surety or its agent shall be conclusively presumed to have been authorized by and binding upon the surety company irrespective of the date shown on the power of attorney.

If bonds are required, they shall remain in full force and effect until satisfactory completion of any specified performance guarantee tests, or satisfactory completion of all other contractual requirements, whichever shall last occur. Upon recording of the performance and payment bond (if applicable) proposer shall provide OUC three (3) copies.

Proposers are advised that OUC will furnish a copy of the bond provided by the successful proposer to any lienor demanding it under the provisions of Florida Statute 713.23. (2015).

A.20 EXECUTION OF CONTRACT The successful Proposer shall execute the necessary contractual forms, and return the executed forms within ten (10) days of receipt of forms for execution.

A.21 AWARD OUC reserves the right to award a single or multiple contracts for all proposal items, or to award separate contracts for single proposal items or any combination of such items; or to make no contract award.

OUC shall be the sole judge of its own best interests, the proposals, and the resulting contract. An award may be made to the most responsive and responsible firm whose proposal is determined to be the most advantageous to OUC. The Commission's decision shall be final and OUC's rights include the ability to:

1. Reject any or all proposals or parts thereof
2. Issue subsequent solicitations
3. Cancel the entire solicitation
4. Remedy technical errors on the solicitation
5. Negotiate with any, all or none of the Proposers
6. Award a contract to one or more Proposers or none at all
7. Accept other than the lowest price
8. Waive informalities and irregularities in proposals

A.22 TAXES, PERMITS, AND LICENSES The Proposer's attention is directed to the General Terms and Conditions and the Florida Statutes regarding taxes, permits, and licenses. It shall be the Proposer's responsibility to determine the applicable taxes, permits, and licenses. If the Proposer has doubt as to whether or not a tax, permit, or license is applicable, they shall state in their proposal whether this item has been included in their proposal price and the amount of the applicable tax, permit, or license in question.

A.23 ERRORS AND OMISSIONS Proposers or their authorized representatives are expected to be fully informed as to the conditions, requirements and specifications before submitting proposals; failure to do so will be at the Proposer's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of Proposers. In case of error of extension of prices in the proposal, the unit price shall govern.

A.24 PUBLIC RECORDS NOTICE

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED BELOW.

Supplier acknowledges that OUC is subject to Chapter 119, Florida Statutes ("Public Records Law") and that any record (regardless of form or format) created to memorialize OUC business or used to make OUC business decisions is considered a public record, unless exempted or deemed confidential by law or the Florida Constitution ("OUC Business Records"). Any OUC Business record provided to or generated by Supplier coincident with performing Services under this Contract (Agreement) must be kept and maintained in accordance with the Public Records Law. Any such OUC Business Records held by Supplier must also be made available to the public for inspection or copying, within a reasonable time if requested under the Public Records Law. Further, upon request of OUC's records custodian, Supplier shall provide OUC a copy of the requested OUC Business Records or allow such records to be inspected or copied, within a reasonable time, at a cost that does not exceed the rate provided in the Public Records Law.

Supplier shall ensure that OUC Business Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Supplier does not transfer the records to OUC. Upon completion of the [Contract][Agreement], Supplier may transfer, at no cost to OUC, all OUC Business Records in possession of Supplier or keep and maintain OUC Business Records required by OUC to perform the services or work.

TABLE OF CONTENTS

GENERAL CONDITIONS FOR SERVICES

REVISED 8-26-16

GC 1.0 ENTIRE CONTRACT

GC 2.0 SCOPE

GC 3.0 INSPECTION, ACCEPTANCE OR REJECTION OF GOODS AND SERVICES

GC 4.0 TITLE TO EQUIPMENT

GC 5.0 SITE ACCESS CONDITIONS

GC 6.0 DRUG FREE WORKPLACE

GC 7.0 PROTECTION OF PROPERTY AND PUBLIC LIABILITY

GC 8.0 INSURANCE

GC 9.0 WARRANTY

GC 10.0 PAYMENT OF INVOICES

GC 11.0 INDEMNIFICATION

GC 12.0 TERMINATION FOR DEFAULT

GC 13.0 TERMINATION FOR OUC'S CONVENIENCE

GC 14.0 LAWS AND REGULATIONS

GC 15.0 TAXES AND PERMITS

GC 16.0 INDEPENDENT SUPPLIER

GC 17.0 HAZARDOUS MATERIALS

GC 18.0 REGULATORY COMPLIANCE

GC 19.0 PROJECTS REQUIRING NOTIFICATION OF ENVIRONMENTAL DEPARTMENT

GC 20.0 WAIVERS

GC 21.0 NO THIRD PARTY BENEFICIARIES

GC 22.0 SEVERABILITY

TABLE OF CONTENTS

Continued

GC 23.0 ASSIGNMENT AND SUBLETTING OF CONTRACT

GC 24.0 FINAL PAYMENT/WAIVER

GC 25.0 CLAIMS FOR LABOR

GC 26.0 BINDING EFFECT

GC 27.0 TIME IS OF THE ESSENCE

GC 28.0 RIGHT TO INSPECT/AUDIT DOCUMENTS

GC 29.0 GOVERNING LAW

GC 30.0 FORCE MAJEURE

GC 31.0 DISPUTE PROCESS

GC 32.0 OUC'S EQUIPMENT

GC 33.0 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

GC 34.0 INFRINGEMENT OF PATENTS, COPYRIGHTS AND TRADE SECRETS

GC 35.0 PUBLIC RECORDS NOTICE

GC 1.0 ENTIRE CONTRACT.

These General Terms and Conditions and the Contract for which they are being provided (including attachments thereto) (the "Contract") constitute the entire Contract between OUC and the Party providing goods, materials or services under the Contract (the "Supplier")

GC 2.0 SCOPE.

Supplier shall provide those services and related materials and equipment set forth in the Specifications of the Bid Package (the "Services") on or before the agreed dates (if applicable) scheduled for the performance of the Services.

GC 3.0 INSPECTION, ACCEPTANCE OR REJECTION OF GOODS AND SERVICES

All goods and services shall be subject to OUC's inspection at any time. OUC may accept or reject any or all goods and services within a reasonable time after receipt by OUC. The making or failure to make any inspection of, or payment for or acceptance of the goods and services shall in no way impair OUC's right to reject or revoke its acceptance of nonconforming goods and services, or to avail itself of any other remedies to which OUC may be entitled, not withstanding OUC's knowledge of the nonconformity, its substantiality or ease of discovery.

GC 4.0 TITLE TO EQUIPMENT.

Title, free of any and all liens and encumbrances, and risk of loss or damage to materials and equipment provided by Supplier as part of the Services shall pass to OUC upon installation at the OUC designated facility at which the Services are to be performed (the "Facility").

GC 5.0 SITE ACCESS CONDITIONS.

OUC shall provide Supplier access to the Facility as necessary to perform the Services. Access shall be subject to Supplier's obligation to comply with the following conditions:

5.1 Supplier shall confine its activities to only those portions of the Facility necessary for performance of the Services.

5.2 Supplier shall take all safety measures reasonably necessary to protect OUC, its permitees and licensees and the property of each, from injury or damage caused by or resulting from the performance of Services. Supplier shall follow any and all safety and security procedures established by OUC for the Facility. In the event of a security emergency, OUC may deny Supplier access to a Facility or request that Supplier leave the Facility.

5.3 Supplier's performance of Services shall not interfere with the use, occupancy or enjoyment of the Facility by OUC.

5.4 No work or activity performed as part of the Services shall cause OUC to be in

violation of any requirement of law nor shall Supplier or any agent, employee or representative violate any federal, state or local laws while performing Services.

GC 6.0 DRUG FREE WORKPLACE.

The Supplier's and subcontractor's personnel who perform the work in connection with this Contract shall conform to the Orlando Utilities Commission (OUC) Alcohol and Controlled Substance Abuse Policy. This policy may be found on the Orlando Utilities Commission's website, www.ouc.com under "Supplier Information".

GC 7.0 PROTECTION OF PROPERTY AND PUBLIC LIABILITY.

The Supplier shall be accountable for any damages resulting from his operations. He shall be fully responsible for the protection of all persons including members of the public, employees of OUC, and employees of other Suppliers or Subcontractors, and all public and private property including structures, sewers, and utilities, above and below ground.

GC 8.0 INSURANCE.

Except as otherwise specified in this Contract, the Supplier and his subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to OUC. It shall be the responsibility of the Supplier to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the Supplier to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

The requirements specified herein as to types, limits, and OUC's approval of insurance coverage to be maintained by the Supplier and his subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Supplier and his subcontractors under this Contract.

Any insurance carried by OUC that may be applicable shall be deemed to be excess insurance and the Supplier's insurance primary for all purposes despite any conflicting provision in the Supplier's policies to the contrary.

8.1 Certificates of Insurance.

At the time of execution of this Contract and each subcontract, but in any event prior to commencing work at the jobsite, and as a condition precedent to the Supplier's and his subcontractors' initiation of performance, the Supplier and his subcontractors shall furnish OUC with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any Supplier issuing an insurance policy for the work under this Contract shall provide not less than 30 days advance notice in writing to OUC prior to cancellation, termination, or material change of any policy of insurance. In addition, the Supplier shall immediately provide written notice to OUC upon receipt of notice of

cancellation of an insurance policy or a decision to terminate or alter an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for Supplier- and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to OUC, at the addresses listed in the Contract.

8.2 Additional Insureds.

All insurance coverages furnished under this Contract except Workers' Compensation, Employers' Liability and Professional liability shall include OUC, and their partners, commissioners, directors, officers, agents, and employees as additional insureds with respect to the activities of the Supplier and his subcontractors.

Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, named insured, or additional insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or additional insured as though a separate policy had been issued to each.

OUC shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

8.3 Waiver of Subrogation.

The Supplier and his subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against OUC, their partners, commissioners, directors, officers, agents, and employees and against other Suppliers and subcontractors.

8.4 Workers' Compensation and Employer’s Liability.

This insurance shall protect the Supplier against all claims under applicable state workmen's compensation laws. The Supplier shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement.

Exemption certificates shall be accepted if valid during the term of the Contract, but only for those eligible corporate officers pursuant to Chapter 440, Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption.

The liability limits shall not be less than:

Workers' compensation	Statutory
Employer's liability	$1,000,000 each occurrence

8.5 Comprehensive Automobile Liability.

This insurance shall be written in comprehensive form and shall protect the Supplier and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily injury and property damage	$1,000,000 limit each occurrence

8.6 Commercial General Liability.

This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the Supplier and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of OUC or others arising out of any act or omission of the Supplier or his agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Supplier under the article entitled INDEMNIFICATION, and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). OUC may allow in its sole discretion, a combination of General Liability coverage and Umbrella coverage to satisfy required liability limits

If the Supplier's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

The liability limits shall not be less than:

Bodily injury and property damage	$2,000,000 limit each occurrence

GC 9.0 WARRANTY .

The Supplier warrants that all the serv ices furnished hereunder s hall be produced and furnished in c ompliance with all applicable federal state and local laws, orders and regulations. OUC shall have the benefit of all warranties implied at law, and all express warranties made by the Supplier. Unless others specified her ein, the Supplier shall obtain all permits necessar y for performance under this Contract. Supplier warrants that the Services performed hereunder will reflect competent professional knowledge and judgment.

GC 10.0 PAYMENT OF INVOICES.

Payment of each Supplier invoic e by OUC shall be m ade within thirty (30) Days after the date of receipt of Supplier's in voice and verification of complianc e of the Services with the terms of the Specificat ions of the Bid Pack age. OUC reserves the right to withhold payment for any non-conforming Services provided by Supplier.

GC 11.0 INDEMNIFICATION.

Supplier shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its c ommissioners, officers, directors, and employees fro m and against all claims, damages, losses, and ex penses, (including but not limited to fees and charges of attorne ys or other professionals a nd court and arbitration or other dispute resolution costs) arising out of or resulti ng from (i) all third party claims for labor and materials furnishe d under the Spec ifications of the Bid Package for whic h OUC may become liable for pay ment under the laws of the state, (ii) the performance of Services by Supp lier or any person or organization directly or indirectly employed by the Supplier to furnish any o f the Servi ces or anyone for whose acts any of them may be liable, (iii) breach of the terms of the Contract by Supplier or any person or organi zation directly or indirectly employed by the Supplier to perform any of the Servic es, (iv) vi olations of applicable law by Supplier or any person or organization di rectly or indirectly employed by the Supplier to perform any of the Services or anyone for whose acts any of them may be liable, (v) injury or disease or death of third parties (including OUC employees and agents and those of Supplier), or damage to property caused by the negligence, strict liability or willful mi sconduct of the Supplie r or any person or organization directly or indirectly empl oyed by the Supplier to perform any of the Services or anyone for whose acts any of them may be liable. Notwithstanding anything in this Section to the contrary, the liab ility of Supplier under this Section for the indemnification of OUC, its co mmissioners, officers, directors and employees shall not exceed the greater of (i) the pri ce paid by OUC under the Contract for the Services or (ii) Two (2) Million Dollars.

GC 12.0 TERMINATION FOR DEFAULT.

If the work to be done under this Contract is abandoned by the Supp lier; or if this Contract is assigned by him wit hout the wr itten consent of t he OUC; or if the Supplier is adjudged bankrupt; or if a general assignment of his as sets is made for

the benefit of his creditors; or if a receiver is appointed for the Supplier or any of his property; or if he fails to properly manage the work; or if he persistently refuses or fails to supply enough properly skilled workmen or proper material; or if he fails to make prompt payment to Subcontractors for material or labor; if the performance of the work under this Contract is being unnecessarily delayed; the Supplier is violating any of the conditions of this Contract; he is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then OUC may serve written notice upon the Supplier of said OUC's intention to terminate this Contract. Unless within 10 business days after the serving of such notice an arrangement satisfactory to OUC is made for continuance of this Contract. OUC may, at its option, terminate this Contract. OUC may further pursue any rights or remedies to which it may be entitled at law or in equity.

If, after termination pursuant to this article, it is determined for any reason that the Supplier was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article GC.13, TERMINATION FOR OUC'S CONVENIENCE.

GC 13.0 TERMINATION FOR OUC'S CONVENIENCE.

OUC shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Contract for its convenience. OUC shall pay Supplier for any Services performed under the Specifications of the Bid Package prior to the termination date.

GC 14.0 LAWS AND REGULATIONS.

The Supplier shall observe and comply with all ordinances, laws, codes and regulations, and shall protect and indemnify OUC and OUC's commissioners, officers and agents against any claim or liability arising from or based on any violation of the same. Supplier shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the Services.

GC 15.0 TAXES AND PERMITS.

The Supplier shall pay all sales, use, and other taxes that are lawfully assessed against OUC or Supplier in connection with the work included in this Contract and shall obtain and pay for all licenses and inspections required for the work.

GC 16.0 INDEPENDENT CONTRACTOR.

The relation of the Supplier to OUC shall be that of an independent Contractor.

GC 17.0 HAZARDOUS MATERIALS.

Any Hazardous Material associated with this Contract shall be used, kept, stored and disposed of by Supplier in a manner that complies with all federal, state and local laws or regulations applicable to any Hazardous Material.

GC 18.0 REGULATORY COMPLIANCE.

Supplier warrants that it shall comply, when applicable, with all federal, state and local laws and regulations including but not limited to the following:

(a) Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. §9601, et seq. (hereinafter collectively "CERCLA");

(b) Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 ("RCRA") and subsequent Hazardous and Solid Waste Amendments of 1984, also known as the 1984 "RCRA" amendments, 42 U.S.C. §6901 et seq.;

(c) Toxic Substance Control Act, as amended, 15 U.S.C. §2601 et seq.;

(d) Hazardous Material Transportation Act, 49 U.S.C. §1801, et seq.;

Any other federal, state or local law, regulation, ordinance or order pertaining to the environment not included above.

GC 19.0 PROJECTS REQUIRING NOTIFICATION OF ENVIRONMENTAL DEPARTMENT.

If Supplier determines that it will become necessary as part of the Service s to excavate soils or pump groundwater or storm water and such activities were not contemplated under the Specifications of the Bid Package as awarded, Supplier may not proceed with that portion of the Services until notice has been provided to OUC and OUC's approval to proceed has been granted.

GC 20.0 WAIVERS

The failure of either Party to enforce at any time any of the provisions of the Contract or to require at any time performance by the other Party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Contract, or any parts thereof, or the right of either Party thereafter to enforce each and every provision.

GC 21.0 NO THIRD PARTY BENEFICIARIES.

The provisions of the Contract are only for the benefit of the Parties hereto and not for any other legal entity or person.

GC 22.0 SEVERABILITY.

Should any of the provisions of the Contract, or parts thereof, be held invalid, such provisions, or parts thereof, shall be considered severable and such invalidity shall not affect the remainder of the Contract.

GC 23.0 ASSIGNMENT AND SUBLETTING OF CONTRACT.

The Supplier shall not assign or sublet the work, or any part thereof, without the previous written consent of OUC, nor shall he assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like consent of OUC to be signified in like manner.

GC 24.0 FINAL PAYMENT/WAIVER.

The acceptance by the Supplier of the last payment from OUC under the Contract shall be a release to OUC and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work performed under the Specifications of the Bid Package, or for any act or neglect of OUC or of any person relating to or affecting the work performed under that Contract.

GC 25.0 CLAIMS FOR LABOR.

The Supplier shall indemnify and save harmless OUC from all claims for labor and materials furnished under this Contract. When requested by OUC, the Supplier shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under this Contract, for which OUC may become liable under the laws of the state, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the Supplier which in addition to any other sums that may be retained will be sufficient, in the opinion of OUC, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.

Before final acceptance of the work by OUC, the Supplier shall submit to OUC in duplicate a notarized affidavit stating that all Subcontractors, vendors, persons or firms who have furnished labor or materials for the work have been fully paid and that all taxes have been paid. A statement from the Surety shall also be submitted consenting to the making of the final payment (when a Performance Bond is provided).

GC 26.0 BINDING EFFECT.

All of the provisions of the Contract shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and assignees of OUC and Supplier.

GC 27.0 TIME IS OF THE ESSENCE.

Time is hereby declared of the essence in the performance of each and every provision of the Contract.

GC 28.0 RIGHT TO INSPECT/AUDIT DOCUMENTS.

During the term of this Contract and for a period of three years following its termination, OUC shall have the right, at reasonable times and upon reasonable notice, to audit and inspect, any and all of the records having a bearing upon matters dealing with the Contract. Supplier shall grant representatives of OUC full access to these records to the extent necessary to adequately permit evaluation and verification of compliance with the terms and conditions of this Contract specifically including cost and allocations.

GC 29.0 GOVERNING LAWS.

The validity, construction, and performanc e of the Contract, shall be gov erned exclusively by the laws of the State of Florida. Venue sh all be any c ourt of competent jurisdiction located in Orange C ounty, Florida. The Parties agree that in no event shall the Uniform Law on the Formation of Contracts for the Sale of Goods, based upon the United Nations Convention on Contracts for the International Sale of Goods (CISG) be applicable to this Contract.

GC 30.0 FORCE MAJEURE.

30.1 Supplier Force Majeure Delay.

Supplier will not be liable for failure to perform any obligation or delay in performance of Work resulting from any cause bey ond the reasonable control of Supplier, or from any act of God; act of civil or military authority; act of war whether declar ed or undeclared; act (including delay, failure t o act, or priority) of any governmental aut hority (federal, state or local); civil disturbance; insurrection or riot; sabotage; fire; inclement weather conditions; earthquake; or flood. Notwithstanding the above, Supplier shall not be excused from performance of any service under this Article GC. 30 for any cause resulting from the neg ligence of Supplier or failure to properly assess the availability of labor ers, skilled trades or other workers or the timing of its service.

30.2 Extension of Services Schedule.

In the event of a delay or interrupt ion in performance of service excusable under this Article GC. 30, the time of performance of such service b y Supplier will be extended by a period of time the Parties agree is reasonably necessary to overcome the ef fects of the delay. An extension of time shall be the sole and exclusive remedy for any damages due t o delay, including but not limited to loss of profits, loss of use, equipment rental or overhead expenses.

30.3 OUC Termination for Excessive Delay.

If due to the conditions specified abov e Section 30.1 the Supplier's service is delayed for a period of more than ninety (90) Days, OUC may terminate the Contract and shall hav e no further liability to Supplier except for payment for services completed in acco rdance with the Contract up to the termination date.

GC 31.0 DISPUTE PROCESS.

31.1 General.

31.1.1 The procedures specified herei n shall be the sole and exc lusive procedures for the resolut ion of disputes between the Parties arising out of or relating to th is Contract. The Parties will participate in good faith in the procedures specified in this Section.

31.1.2. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.

31.1.2 In the event of any dispute under this Contract which cannot be readily resolved, it shall be referred to the appropriate executives of the respective Parties to this Contract (hereinafter "Party" or "Parties") for negotiation and resolution as described below.

31.1.3 If the dispute has not been resolved by negotiation or mediation as provided herein within sixty (60) days of the initiation of such mediation procedure, either Party may initiate litigation upon ten (10) days' written notice to the other Party; provided, however, that if one Party has requested the other to participate in a nonbinding procedure, as provided for under this Section, and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above period.

31.2 Disputes.

31.2.1 Disputes, as defined herein and under the Contract, include disagreements, claims, counterclaims, matters in question, and differences of opinion between OUC and Supplier, regarding the Work and modifications or changes to the Work. Disputes may involve interpretation of Contract Documents, acceptability of the Work, costs and/or time for performance.

31.2.2 Disputes may also involve other subjects mutually agreed by OUC and Supplier.

31.3 Payment Disputes.

31.3.1 If a dispute arises between the Supplier and OUC, the dispute shall be submitted to an appropriate panel assembled by the Manager of Purchasing no later than forty-five (45) days after receipt of the disputed payment. OUC shall render a final decision on the disputed payment within sixty (60) days after receipt of the invoice.

31.3.2 If the dispute is decided in favor of OUC, interest shall begin to accrue fifteen (15) days after the decision is announced.

31.3.3 If the dispute is decided in favor of Supplier, interest shall accrue as of the original date the payment became due.

31.3.4 The panel's final decision can be taken as a Contract dispute through the process outlined below.

31.4 Step Negotiations.

31.4.1 Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties at levels one step above the project personnel who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved by these persons within thirty (30) days of the disputing party's notice, or if the Parties fail to meet within ten (10) days, the dispute shall be referred to senior executives of both Parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to senior executives, or if no meeting of senior executives has taken place within fifteen (15) days after such referral, either Party may initiate mediation as provided hereinafter.

31.4.2 All negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

31.5 Mediation.

31.5.1 If the dispute has not been resolved by negotiation as provided herein, the Parties shall endeavor to settle the dispute by mediation. Either Party may initiate a mediation proceeding by a request in writing to the other Party. Thereupon, both Parties will be obligated to engage in mediation. The proceeding will be conducted in accordance with the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business

Dispute or other mutually agreed upon procedures, with the following exceptions:

31.5.1.1 If the Parties have not agreed within thirty (30) days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either Party, shall appoint a member of the CPR Panel of Neutrals as the mediator; and

31.5.1.2 Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: a) a written settlement is reached, or b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or c) the Parties agree in writing that an impasse has been reached. Neither Party may withdraw before the conclusion of the proceeding.

31.5.2 The Parties regard the aforesaid obligation to mediate as an essential provision of this Contract and one that is legally binding on them. In case of a violation of such obligation by either Party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.

31.6 Litigation.

31.6.1 If the dispute has not been resolved by negotiation or mediation as provided herein within sixty (60) days of the initiation of such mediation procedure, either Party may initiate litigation upon ten (10) days written notice to the other Party; provided, however, that if one Party has requested the other to participate in a nonbinding procedure, as provided for under this Section, and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above period.

31.6.1.1 All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.

31.6.1.2 Claims, counterclaim, disputes, and other matters in question between OUC and Supplier that are not resolved will be decided in the Ninth Judicial Circuit, in and for Orange County, Florida, which shall have exclusive jurisdiction and venue over all matters in question between OUC and Supplier.

GC 32.0 OUC'S EQUIPMENT.

Supplier assumes sole liability and responsibility for all injuries, claims, damages, losses or expenses which arise out of or result from the use of any OUC tools, vehicles, or other equipment whether borrowed or leased, to perform any work or service under this Contract. Supplier acknowledges that any OUC equipment made available for use by Supplier, Subcontractor, employee or agent is provided "as is" and utilized by Supplier at its own risk. Supplier agrees to fully indemnify OUC, its commissioners, officers, officials, employees, and agents for personal injury including death and/or property damage which results from or arises from the use of OUC equipment while under Supplier's custody and control and to immediately repair or replace borrowed equipment which is damaged or lost.

GC 33.0 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER.

It is hereby made a part of this Contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that OUC shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by OUC. Supplier/Contractor agrees to rent/sell/lease all goods and to provide services to OUC on a first priority basis.

OUC expects to pay contractual prices for all products or services required during an emergency situation. Supplier/Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

GC 34.0 INFRINGEMENT OF PATENTS, COPYRIGHTS AND TRADE SECRETS

Supplier warrants that it holds all right, title and interest to, or has sufficient license rights in, any patents, copyrights, trade secrets or other proprietary right necessary to perform the Services and produce the Work Products and any licensing fees or royalties required to allow OUC to utilize the Services and Work Products are included as part of the Contract Price for each Work Order. Supplier further warrants that OUC's (including its contractors and agents) use of the Services and Work Products shall not infringe upon the patents, copyright, trade secrets or other intellectual property of third parties. Supplier will, at its own expense, defend or at its option settle any suit or proceeding brought against OUC so far as based on an allegation that any Services or Work Products (or any part thereof), or use thereof for its intended purpose, constitutes an infringement of any patent, copyright, trade secret or other proprietary right of a third party. Supplier will pay the damages and costs awarded in any suit or proceeding so defended. In case any suit or proceeding so defended is held to constitute infringement or its use by OUC is enjoined, Supplier will, at its option and its own expense, either: (a) procure for OUC the right to continue using said Services or Work Products; (b) replace them with substantially equivalent non-infringing Services or Work Products; or (c) modify them so they become non-infringing.

GC 35.0 PUBLIC RECORDS NOTICE

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED BELOW.

Supplier acknowledges that OUC is subject to Chapter 119, Florida Statutes ("Public Records Law") and that any record (regardless of form or format) created to memorialize OUC business or used to make OUC business decisions is considered a public record, unless exempted or deemed confidential by law or the Florida Constitution ("OUC Business Records"). Any OUC Business record provided to or generated by Supplier coincident with performing Services under this Contract (Agreement) must be kept and maintained in accordance with the Public Records Law. Any such OUC Business Records held by Supplier must also be made available to the public for inspection or copying, within a reasonable time if requested under the Public Records Law. Further, upon request of OUC's records custodian, Supplier shall provide OUC a copy of the requested OUC Business Records or allow such records to be inspected or copied, within a reasonable time, at a cost that does not exceed the rate provided in the Public Records Law.

Supplier shall ensure that OUC Business Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the

Supplier does not transfer the records to OUC. Upon completion of the [Contract][Agreement], Supplier may transfer, at no cost to OUC, all OUC Business Records in possession of Supplier or keep and maintain OUC Business Records required by OUC to perform the services or work.

If Supplier receives a public records request for any OUC Business Records, Supplier shall notify OUC's Records Custodian in writing by email or US Mail at the following email address and provide OUC a copy of the request:

Custodian of Records
c/o Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Email: recordscustodian@ouc.com
Telephone: (407) 434-2160

Supplier shall provide any OUC Business Records responsive to the public records request to OUC along with the above notice. Supplier shall respond to the requestor within one working day from the date of receiving the public records request that all requests for such information should be provided to the OUC Records Custodian at the above address and email. Supplier shall keep all OUC Business Records stored in separate files (both hard copy and electronic) to minimizes the chances of exposing Supplier files to a public records dispute.

Supplier shall routinely demonstrate that any electronic OUC public records can be transferred to OUC in a format that is compatible with OUC and industry standards (e.g. ASCII Text, Adobe PDF, XML, EDIF, CSV, etc.). Encryption of files and data must be accompanied with the appropriate mechanisms to transfer the data successfully (e.g. passwords, cipher, PGP, and SSL keys). Upon request from a member of the public, from OUC, or at the termination of services, Supplier shall provide any or all records in the OUC supported format.

If the Supplier transfers all OUC Business Records to OUC upon completion of the Contract, Supplier shall destroy any duplicate OUC Business Records that are exempt or confidential and exempt from public records disclosure requirements. If the Supplier keeps and maintains OUC Business Records upon completion of the Contract, the Supplier shall meet all applicable requirements for maintaining public records.

SUPPLIER’S PROPOSAL

SECTION III
PROPOSAL SUBMITTAL FORMAT

Please click on Instruction to Proposers to assist you in preparing your proposal.

THE FOLLOWING DOCUMENTS CONSTITUTE YOUR SUBMITTAL:
Bidder shall print and complete all the data forms "checked" below and make them part of their submittal package (by clicking on the links provided below) together with any other required information.

All original forms shall have a wet signature and when required a notary stamp. They should be scanned and uploaded with your submittal. You will have to provide these signed original forms if your firm is recommended for award.	
Technical Response File	
[x]	Signature Page on Page 2 of this document
[x]	Cover Page
[x]	Sworn Statement on Public Entity Crimes and Scrutinized Companies Under Florida Statutes, Section 287.133 (3) (a) and 287.135
[ ]	Bid Bond
[ ]	Payment And Performance Bond
[x]	Dispute Disclosure
[x]	Exceptions
[x]	Addenda
[x]	Supplier Information (pages 6-9)
[x]	Copy of Company's Business License
[x]	Copy of Insurance Certificate
[x]	W-9 Form
[x]	Subcontractors and Potential Cost Savings Alternative
[x]	References
[x]	Response to all requirements (pages 10-14)
Cost File	
[x]	Pricing Sheet (use MS Excel Sheet provided in VendorLink)

Please use the links provided below to access some of OUC's Policies and procedures that the suppliers need to read and be aware of as suppliers make their decision to bid on this formal solicitation opportunity:

- Click on, "Contractor Security Policy"
- Click on, "Bid Protest Procedure"
- Click on, "Contractor Orientation for Stanton Energy Center"
- Click on , "Alcohol and Controlled Substance Abuse Policy"
- Click on , "Alcohol and Controlled Substance Testing Policy"
- Click on, "OUC Travel and Expense Guidelines"

THESE POLICIES AND ANY SUPPLEMENTAL POLICIES PROVIDED AT CONTRACTOR ORIENTATION ARE HEREBY FULLY INCORPORATED INTO THIS CONTRACT BY REFERENCE AND TO THE EXTENT APPLICABLE TO THE SUPPLIER IN THE PERFORMANCE OF THE WORK. SUPPLIER AND ITS SUBCONTRACTORS, SUPPLIERS, AGENTS, AND EMPLOYEES SHALL FULLY COMPLY WITH ALL SUCH POLICIES AS AMENDED FROM TIME TO TIME.

These Policies may be found on the OUC – Procurement Services department website among additional important information.

COVER PAGE for Solicitation #:_____

RFP NUMBER: RFP16 4218 OQ

RFP NAME: Asphault & Concrete

DATE: 9/28/16

SUPPLIER NAME: All terrain Tractor Service

ADDRESS: 949 Shaddick Dr
Orange City FL 32763

CONTACT NAME: John Masiarczyk

TELEPHONE NUMBER: (386) 337-4211

TELEFAX NUMBER: (386) 218-6970

EMAIL ADDRESS: John@allterraintractorservice.com

Note:

On occasion it is necessary for OUC Security to verify whether someone found on property is a present or former employee of a Supplier. You must provide a contact person's name and phone number to the OUC Security Division in case such verification is needed from your business in the future.

Name: Jamie Crow Telephone No. (386-) 804-3244

Name: Marsha Evans Telephone No. (386) 218-6969

EXCEPTIONS for Solicitation #:_____

The undersigned Proposer/Bidder, having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Proposal.

The undersigned hereby declares that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Proposer's proposal non-responsive.

No exceptions will be allowed after the proposal is submitted.

Please check one:

☒ None

☐ Exceptions: _____

_____

_____

_____

_____

_____

_____

_____

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

SECTION I

INTRODUCTION

The Orlando Utilities Commission (OUC) is an electric and water municipal utility serving Orlando, Florida and portions of surrounding Orange County. OUC also has an Inter-local agreement with the City of St. Cloud, Florida for the management of its electric utility. Currently we serve more than 313,000 customers. To obtain general information about OUC go to www.ouc.com.

SCOPE OF WORK The purpose of this solicitation is to perform the following types of work in accordance with the requirement which may include the following but not be limited to, lime rock base, asphalt concrete surfaces, Portland cement, concrete pavement and driveway, sidewalk, concrete curb restoration, debris removal, and removal of brick base or underlayment in regards to street restoration.

TERM OF CONTRACT From the effective date through a three year term with two (2) additional one year renewal options for OUC.

PRICE AND COSTS Prices as listed on the solicitation proposal pages must remain firm throughout the contract period of three years.

INVOICES Send all invoices to **Accounts Payable, Attention: Manager,** Orlando Utilities Commission, PO Box 3193, Orlando, FL 32802 or e-mail to accountspayable@ouc.com . In order to insure prompt payment, the Purchase Order (PO) number must be referenced on the invoice.

- Upon completion of a project, the Supplier MUST invoice within 30 days.
- Payment will be made only on completed projects.
- The invoicing must include the name and address of the project for each project, along with the PO number.

PAYMENTS OUC shall have the option to make payments by check, procurement card, wire transfer or Automated Clearing House to the bank account(s) identified by the Supplier.

CONTRACT SAMPLE Please click here.

EVALUATION CRITERIA Please refer to the instruction to Proposers document; item A.14.

ADDENDA for Solicitation #:_____

The undersigned Proposer/Bidder acknowledges receipt of the following Addenda, which have been considered in preparing this Proposal.

Addendum No. 1_____ Dated _____

Addendum No. 2_____ Dated _____

Addendum No. 3 _____ Dated _____

Addendum No. 4 _____ Dated _____

SECTION II

Supplier Information

1. Prime Consultant shall provide the following background data on their firm:

Firm Name All Terrain Tractor Service

Name of Parent Company All Terrain Tractor Service

Complete Business Address 949 Shaddick Dr
Orange City Fl 32763

State of Incorporation Florida

Name, Address, Telephone Number of Contact Personnel John Masiarczyk 949 shaddick Dr, orange city Fl 32763 (386) 337-4211

Office Number, Cell/Mobile Number and Email of Contact Personnel (386) 218-6969 (o) (386) 337-4211 (c) mike alvarez mike@allterraintractorservice.com

Size of company small - no cert

Years in Business 10 years

Organization Management Overview

Jamie Crow Steve Green
John Masiarczyk
Marshall Raulerson (s)

Ownership

James T. Crow - Jr
Christine E. Crow -

2. Number of offices / locations 1 Number of employees 50
3. Dun & Bradstreet Number n/A
4. Is the firm licensed to conduct business in the State of Florida?

Yes (X); No ( ) If Yes is checked, provide: Bus. Name: All Terrain Tractor Serv.

Current License Information: Volusia Cty. Rect 2006040500012 exp. 9/30/17
949 Shaddick Dr. Orange City Fl 32763
Owner Christine Crow

State Certification Number: EUC 1225243

Certification Categories: N/A

(Provide a copy of your firm's business licensees with your response)

If not, (Bidder must be registered to do business in the State of Florida by the time Notice of Intent to Award is sent). The link to the site is: http://www.sunbiz.org

5. Are you a Women Owned or Minority Owned business?
   Yes ( ) No (X)
   If yes, explain which one_____

6. Does your company have an affirmative action plan in utilizing small business / minority / disadvantaged entrepreneur and local participation in pre-qualifying vendors and subcontractors? Will you report your efforts on an annual basis? Yes (X) No ( )
7. Is your company currently involved in any unsettled litigation? Yes ( ); No (X)
   If yes, please explain:
8. Has your company ever been issued a warning or violation by a regulatory agency for noncompliance with Federal or State regulations? Yes ( ); No (X)
   Dates: N/A Describe: N/A
9. Does your company have employee incentive programs to reward safety, productivity, quality, performance, and/or longevity? If so, describe. NO
10. Have you ever had a contract terminated? If yes, provide the name of the company, when the event happened, and reasons. NO
11. Has the Company ever been in a lawsuit where the company or one of its employees was accused of a wrong doing? If yes, provide name of plaintiff, when the event occurred and reasons. NO

Approach to perform work

A. Please list the equipment you own, and which you intend to use in the execution of this contract: (Please attach separate pages)

B. Where are the current construction offices located that you would plan to provide these services? 949 Shaddick Dr Orange City FL 32763

C. What are your current crew resources planned to support this service?
   Inhouse concrete and demo crew

D. Please provide an org chart and list the key personnel responsible for executing the services including their resume, current title, how long they have been in this position.

Safety Record

A. Do you have a Safety Training Program for your employees? Yes ( ); No (X)
If yes, please provide an outline or attach a copy of program.

B. Please provide a copy of your safety manual.

C. Does your firm have a Drug Free Workplace Policy? (Yes or No). If yes, provide a brief summary and/or copy of your Policy.

D. Does your Firm performs any or all of the following employee pre-screening requirements:

Drug Screening Tests: Yes (X); No ( )
Workers' Compensation History Review: Yes ( ); No (X)
Driver's License Verification: Yes (X); No ( )
Pre-employment Physical Exam: Yes ( ); No (X)
Criminal History Review: Yes (X); No ( )

E. Workman's Compensation Information:
   a. Provide experience modification rating for the last 3 years. 2015 - 1.10, 2014 1.23, 2013 0.90
   b. OSHA Information:
      - OSHA Incidence Rate for the last 3 years Ø Accidents
      - OSHA Frequency Rate for the last 3 years Ø
        (Number of Lost Time Cases x 200,000/Total Man-hours)
      - OSHA Severity Rate for the last 3 years 0
        (Number of Lost Work Days x 200,000/Total Man-hours)

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CUC1225243

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

MASIARCZYK, JOHN CARLIN JR
ALL TERRAIN TRACTOR SERVICE, INC.
949 SHADICK DR
ORANGE CITY FL 32763

ISSUED: 06/16/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606160001025

2016/ 2017

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

Volusia County
FLORIDA

Account # 200604050012 **Expires: September 30, 2017**
Business Location: 949 SHADICK DR

Business Name: ALL TERRAIN TRACTOR SERVICE INC
Owner Name: CHRISTINE CROW
Mailing Address: P O BOX 390958
DELTONA, FL 32739

BUSINESS TYPE	CODE	COUNT	TAX
Demolition - Excavating	200		$22.00
Fence Installation	471FI	6	$54.00
Hazardous Waste Fee	820		$37.00
Business Service	471	18	$112.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

CITY OF ORANGE CITY
LOCAL BUSINESS TAX RECEIPT

LICENSE # LIC-7-11-6279
License Type: Unclassified Categories
Amt. Paid: $ 115.25
Stipulations:

Date Issued: 07/27/2015
Expires: 09/30/2016

Annual Inspections	**$25.00**
Small Sign Fee	**$30.00**
Unclassified - 0950 - FYa	**$60.25**

All Terrain Tractor Service, Inc.
949 Shadick Dr
Orange City FL 32763-8904

CITY OF ORANGE CITY *205 E. Graves Avenue* *Orange City, FL 32763*

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
All Terrain Tractor Service, Inc.

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
919 Shadick Drive

Requester's name and address (optional)

City, state, and ZIP code
Orange City, FL 32763

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
86 - 1160001

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 6-13-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

For Solicitation #:_____

SUBCONTRACTORS

Below or on an attached sheet, list your proposed Subcontractors for this project. If you are not sure of the Subcontractor's identity at the time of the proposal, state which portion of the project you will be subcontracting. Also by each Subcontractor state if they are a Minority or Women owned business. Second tier reporting of Minority or Women owned business is required to be reported on a quarterly basis.

Sunray Paving - Asphault

Ram Striping - Striping

POTENTIAL COST SAVING ALTERNATIVE

(Use additional paper, if necessary)

NONE

REFERENCES FORM

Reference # 1

Organization Name: City of Orange City Telephone #: 386-775-5454

Contact Name: John Davis Email Address: JDavis@ourorangecity.com

Scope of Work Provided: 17-92 Median Irrigation / Remove and Replace Sidewalk,

Project Dollar Value: $83,000-varies. Present Agreement Status: Continual Agreement Dates: 2014

Key Professionals involved with project above that would be assigned this project: John Masiarczyk

Reference # 2

Organization Name: Volusia County School Board Telephone #: 386-527-6874

Contact Name: Ken Blom Email Address: KBlom@volusia.k-12.fl.us.

Scope of Work Provided: Repave Bus Loop & Parking

Project Dollar Value: $108,000 Present Agreement Status: Agreement Dates: 2016

Key Professionals involved with project above that would be assigned this project: Marshall Rawleerson

Reference # 3

Organization Name: City of Debary Telephone #: 386-668-2040

Contact Name: Tom Vandehey Email Address: TVandehey@Debary.org

Scope of Work Provided: Replace and Remove several areas as needed of sidewalk & curb

Project Dollar Value: $20,000 Present Agreement Status: Continual Agreement Dates: 2013-Present

Key Professionals involved with project above that would be assigned this project: Steve Green / Marshal Rawlerson

Authorized Representative's Signature 9-28-16 Date

James Crow

Corporate Name of Consultant (Typed)

ALL TERRAIN TRACTOR SERVICE, INC.
949 SHADICK DRIVE
ORANGE CITY, FLORIDA 32763

To: All Employees
From: JAMES CROW
Subject: Employee Handbook and Work Policy

It is the policy of the Company to provide a safe and healthy work environment for the protection of our most vital resource, our employees. The safety of employees is of the greatest interest to all levels of management and supervision, ranking in importance above production, quality, costs and service.

The company's basic philosophy is that all personal injuries can be prevented. While the responsibility for safety begins and ends with the President, that responsibility is shared throughout the organization. All employees, at every level, are expected to fully accept responsibility for their own safety and for the safety of those with whom they work. There is no place within this organization for an unsafe employee.

The Company will maintain a vigorous safety and injury prevention program at each project site and will allocate the necessary resources to assure a safe and healthful work environment.

I am depending on you to take pride in customer satisfaction. You can depend on me to provide you with the tools, knowledge and empowerment necessary to keep our customers satisfied.

REMEMBER....
Our competitors want *our* clients.
Our competitors' employees want *your* jobs.

James T. Crow, Jr.
President

ALL TERRAIN TRACTOR SERVICE, INC.

Workplace Safety Program

ALL TERRAIN TRACTOR SERVICE, INC. has implemented a Workplace Safety Program. The objectives of this Program are to provide, to the best of our ability, the following:

1. An accident and injury-free work environment.
2. Protection of the general public.
3. Reduction of costs associated with accident related losses.
4. Greater efficiency through the control of unintentional production interruptions.

The achievement of these objectives is based upon good planning and making sure safety is an integral part of the day to day operation and work procedures. This can only be accomplished if all personnel take an active interest and participate in the Workplace Safety Program and abide by the rules and regulations outlined in the Federal Government's Occupational Safety and Health Act of 1970, Local, State and Municipal Safety and Health Regulations and the All Terrain Tractor Service Inc. Safety Manual.

It is imperative that all managers and supervisors recognize their responsibility to control these losses and that they take all necessary actions to do so.

It is required by All Terrain Tractor Service, Inc. that all employees devote their serious attention toward making this program an integral part of day to day operations. Work conditions need be as hazard free as possible. Anyone detecting an unsafe work condition should correct it immediately, or report it to the proper authority for correction.

Each of us has a responsibility to ourselves, our fellow employees and the company with legal, safety and health standards. Your 100% cooperation is necessary and appreciated.

SAFETY DIRECTOR

Marshell Raulerson has been appointed Safety Director for the company. As the Safety Director, he will be in charge of maintaining and enforcing all safety procedures for each crew. The following are the guidelines that the Safety Director will follow.

Policy – The Safety Director will be responsible for the enforcement of the Accident Prevention Procedures detailed by OSHA and this manual. He will direct the crew's Activities by establishing and maintaining a functional accident prevention program designed to eliminate hazards and protect life.

Objective – The Safety Director will develop and implement an aggressive Accident Prevention Program at each project site through the participation of various individuals with the unique training and experience, as well as specialized training necessary to control diverse aspects of accident prevention.

SAFETY DIRECTOR, cont'd

Procedures

* The Safety Director shall formulate quarterly recommendations to advance the safety procedures for the company. Recommendations will be identified by year and month and will be presented to upper management for implementation and addition to this manual.

Duties and Responsibilities

* Establish accident prevention goals and objectives.
* Review department safety performance records against objectives. Review monthly accident summaries and statistics.
* Provide incentive and motivation necessary to attain accident prevention goals and objectives (i.e. promotion program, accident prevention incentive program).
* Inspect jobsites prior to each meeting to identify and eliminate or control hazards and assure that the correction of unsafe conditions is being accomplished.
* Discuss serious accidents or potentially hazardous incidents and suggest corrective action.
* Promote accident prevention awareness in all employees.

SAFETY AND HEALTH TRAINING

The purpose of safety and health training is to teach employees how to work safely, reduce injuries and keep our workers' compensation insurance costs down. The Division of Safety requires employers to implement safety and health training that includes:

1. KEEP CALM – If you remain calm, you have a better ability to aid the injured person, report the situation to supervisors, evaluate the situation and contact the necessary emergency medical personnel.

2. FIRST AID – Administer emergency first aid as required. First Aid Kits and emergency contact phone numbers are available on each jobsite in the job trailer. request assistance immediately from your field supervisor and/or 911.

3. REPORT – Report any incident, no matter how insignificant it may seem, to your immediate supervisor. Each accident must be investigated to determine its cause and prevent future occurrences. All accidents/injuries/illnesses must be recorded on OSHA 200 log and Division of Workers Compensation Notice of Injury (DWC-1).

5. MANAGED HEALTH CARE – Any work related injuries or illnesses must be treated according to our Workers Compensation Carrier's policy directives. Work related injuries or illnesses, after any initial, necessary emergency treatment must be handled under the direction of the Workers' Compensation personnel affiliated with Strategic Outsourcing, our payroll company.

COMPANY SAFETY AND GENERAL POLICIES

Work in and around construction sites is inherently dangerous and makes it necessary that every employee be safety conscious at all times. The safety rules outlined in this policy do not necessarily cover every type of unsafe conduct that will result in disciplinary action. The term Company refers to All Terrain Tractor Service, Inc.. in all cases. If any person engages in unsatisfactory conduct, including improper safety clothing, unsafe conduct or any actions deemed detrimental to the general welfare of the Company or its employees, whether or not it is covered in the following safety rules, the Company reserves the right to take appropriate disciplinary measures. Every one of the rules outlined below must be taken seriously. Bear in mind that the rules set forth in this document are dictated by OSHA, Workman's Compensation Insurance requirements as well as the General Contractor on every construction site. If you choose not to abide by these rules, you may not only be receiving disciplinary action by All Terrain Tractor Service, Inc., but also OSHA, the governmental agency for which the Company is conducting its work, our Workman's Compensation Carrier and the Safety Board of the General Contractor.

A. UNIFORMS - an Option

Eleven (11) sets of uniforms, consisting of pants and shirt, and one hat, can be furnished by the Company to each full time employee, after his initial probationary period. They will remain the property of the Company but the care of and accountability for the loss or deliberate destruction as well as the cleanliness of any uniform shall be the sole responsibility of the assigned employee. The employee shall be responsible for the return of at least five (5) sets of soiled uniforms to the All Terrain Tractor Service, Inc. shop area by Friday of every week so that the soiled set can be laundered. The employee will then utilize the second set of clean uniforms for the next week. It is the employee's responsibility to pick up his clean uniforms each week from the Company shop area. Company uniforms, or in some approved cases, Company-provided T – Shirts, are to be worn at ALL times while performing work for the Company. Anyone coming to work not wearing a complete uniform will be prevented from working that day and will receive NO PAY for each day that the proper uniform is not worn. The cost of laundering the uniforms will be shared between the employee and the Company. A payroll deduction of $12.50 will be deducted each week per employee for laundering, regardless of whether or not the employee gets his uniforms to the shop on time to be laundered.

B. FOOT WEAR

Every employee of the Company who works in a designated construction area is required to wear safety foot attire. There will be NO EXCEPTIONS. Any employee not wearing proper safety shoes will be prevented from working that day and will receive NO PAY for each day that the proper shoes are not worn. Open-toed sandals, tennis shoes or any shoes not appropriate for construction work are prohibited on the construction sites. All Terrain Tractor Service will reimburse any employee once a year up to $50.00 toward a new pair of work boots with proof of purchase by original receipt.

C. SAFETY GLASSES

The Company will issue to each employee a personal set of safety glasses that are his sole responsibility and are to be worn at all times when working conditions may cause eye injuries.

D. NEW EMPLOYEES

New employees will have a ninety day (90 day) probationary period during which time their performance will be evaluated. Employee's paychecks will be issued on the Friday following the week of actual work. Per diems, as applicable, will be included in the paychecks. Reimbursable cash expenses that have been incurred by employees are paid on the last day of each month..

E. DRUG FREE WORKPLACE

The Company maintains a drug free workplace. All new employees will be given a series of tests for the presence of specific drugs prior to their initial employment with the Company. Thereafter, ALL employees can and will be tested on a random basis to maintain the Company's status as a drug free workplace. Any injury or accident occurring in the workplace will result in a mandatory drug test of any employee involved in said accident or injury. The test will be performed as expediently as possible following the accident and appropriate medical treatment.

F. COMPANY DRIVERS

All drivers of company vehicles will have their driving record checked prior to being allowed to take the wheel of a Company vehicle. The approval of an employee to drive a Company vehicle is solely in the hands of the Company's Insurance Agent, who conducts the driver's license check. After the initial check of an employee's driving record, his/her driving record is then checked again every six (6) months for as long as the employee drives a Company vehicle. No employee is allowed to drive a Company owned vehicle unless and until they have been approved to do so by the Company's Insurance Agent, Page Insurance.

G. JEWELRY

The wearing of bracelets, long earrings, necklaces or any type of loose hanging jewelry is NOT PERMITTED on any construction site.

H. TOOLS

Each Company truck shall have an exact inventory of tools assigned to that particular vehicle. Moving tools from one vehicle to another, unless authorized by Jamie Crow, will NOT be permitted. EVERY employee assigned to a crew working with the tools on a

particular truck will be responsible for the care and proper storage at the end of the work day. Any employee found not to be properly caring for tools under his/her control, not properly storing tools on the truck. Damaging them by carelessness or improper use or losing them will be held accountable for the replacement cost of the tool. One employee will be assigned to verify that every tool is accounted for from an inventory list, properly cleaned and in its proper place on the truck at the end of every work day. Report all tools that are not working properly. No tools, new, replacement or otherwise shall be purchased without specific consent of the purchasing manager or president.

I. WATER SAFETY

All employees performing work on an types of bodies of water must wear life jackets have all safety equipment including and not limited to Lines(ropes) fire extinguisher etc. All Lights and required equipment to perform job safely.

J. GENERAL

1. Be ALERT on the job. THINK! Then act safely.

2. The wearing of "walkman" type radios or IPODs is prohibited anywhere on the construction site and no driver may wear them in a Company vehicle.

3. Smoking will not be allowed in areas that constitute the threat of fire or ignitable substances. Smoking is not permitted within any of the Company's offices.

4. Safety devices and personal protective equipment required by regulations or a General Contractor's rules must be worn at all times while performing the job.

5. Only employees that have been instructed in the operation of or are otherwise qualified in the operation of a piece of equipment may operate it.

6. When leaving a powered piece of equipment unattended, the operator will fully lower any extended portions of the equipment to the ground in a safe position, neutralize the controls, set the brake and shut off the power.

7. No person except the operator shall ride on a powered piece of machinery.

8. Talking to the operator of machinery in operation is prohibited. The operator must stop the machine in a safe manner before conversing with another employee. Hand signals should be used to communicate with the operator while the machinery is in operation.

9. Keep all tools clean, organized and in safe working order. Report all damaged, inoperative or unsafe equipment immediately to the crew leader.

10. There is to be no horse play, fighting or bickering at any time on the job site or in any company vehicle.

11. Use the correct method for lifting objects. Let your legs do the lifting, not your back.

12. Employees must report to work on time. It is the employee's responsibility to find out what time they are to report to work each day. Thirty (30) minutes will be deducted from your pay for every five (5) minutes you are late. For example, if you are to report to work at 6:00 AM, and you arrive at 6:05 AM, you lose thirty (30) minutes of your pay for that day. If you arrive at 6:10 AM, you lose one (1) hour of your pay for that day. The crew will not wait any longer than fifteen (15) minutes for tardy personnel. Therefore, if you arrive fifteen (15) or more minutes late, and you have failed to give eight (8) hours advance notice, a warning will be issued. After two warnings, the employee will be terminated.

    When giving advance notice that an employee is going to be absent from work, the notice MUST be given to the Supervisor of said employee's crew or to the Project Manager in the office at least eight (8) hours in advance. Notification given to anyone else will not qualify as proper notification. If proper notice is not given at least eight (8) hours in advance, a written and verbal warning will be issued. After two warnings, the employee will be terminated.

13. Immediately report ALL injuries to your supervisor, no matter how minor they may be. Obtain prompt first aid and/or medical treatment.

14. Any work-related problems are to be reported immediately in a concise and professional manner to the current Superintendent or to James T. Crow, Jr., President.

15. All Terrain Tractor Service, Inc., Inc. will supply water to drink each day. Employees who wish to have additional drinks shall supply their own beverages before the day's work begins.

16. All Terrain Tractor Service, Inc. will supply motel accommodations when necessary, assigning specific roommates. No deviations in roommate assignments will be tolerated.

17. No employee of All Terrain Tractor Service, Inc. is to carry, transport or hold another employee's cash or paycheck for pickup or transfer to another Company employee or non-employee.

18. Do not open switch boxes or electrical control cabinets, make electrical repairs or replace fuses unless specifically authorized to do so by your supervisor. Do not use

electrical tools or appliances without proper grounding.

19. Before driving company vehicles, ALWAYS walk around the vehicle to make sure no tools are in the path of the vehicle. ALWAYS check trailer connections, tires and lights before operating Company vehicles. ALWAYS check to make sure your load is secure before traveling , as well as at gas and rest stops during travel.

20. All state and local traffic laws, regulations and speed limits shall be observed by all personnel driving Company vehicles or other equipment being used to travel on public highways, roads, streets and off road.

21. Every employee driving a Company vehicle must operate it in a safe and responsible manner. Willful vehicle abuse shall result in disciplinary action.

22. All convictions for moving violations must be reported to the President immediately, including any off-the-job violations. The employee's driving record shall be reviewed regularly to insure compliance with this rule.

All Terrain Tractor Service, Inc. will not pay for any fines or tickets resulting from employee speeding, overloading a vehicle or any misuse of company vehicles or equipment.

Addendum 1

ALL TERRAIN TRACTOR SERVICE INC.

Workplace Safety Program

All Terrain Tractor Service Inc. will provide the following safety equipment to each full time employee. It is All Terrain Tractor Service Inc. company policy that this safety equipment be worn at all times on all JOBS. It is the responsibility of the individual employee to make sure he/she has their equipment with them at all times and it is to be worn at all times.

In the event that an employee does not have their proper safety equipment they will be charged a fee of $75.00 and a verbal warning will be issued. After 2 violations the employee will be terminated.

Safety equipment: 1 Pair of Safety Glasses

1 Hard Hat

1 Safety Vest

1 Ear Protection (EarPlugs)

I, , acknowledge that I have received the above safety equipment and understand it is my responsibility to have and wear it at all times.

I also acknowledge the consequences that were set forth for not having the proper equipment and take full responsibility.

I, Marshell Raulerson , Superintendent for All Terrain Tractor Service Inc. takes full responsibility in making sure that all employees are in compliance with having all required safety equipment required for each job.

_____ _____

Date

_____ _____

Superintendent Date

_____ _____

James T Crow Jr. President Date

All Terrain Tractor Service Inc.

James T Crow- Owner - owner - 10yrs

- Conduct Safety Meetings on a weekly basis with all employees in the field.
- Assist in estimating and writing up bids when necessary.
- Overseeing all current projects to ensure they are done correctly and in a timely manner.
- Make sure all employees in the field execute proper safety measures.
- Conduct additional training with employees when applicable.
- Always exceeding customer's expectations when the job is complete.
- Continually striving to deliver excellent customer service
- Running heavy equipment when necessary (Grader, Excavator, Skidsteer, etc.)
- Order any materials needed for jobs.
- Address all change orders needed to complete jobs when required.

John Masiarczyk
(386) 337- 4211

Project Manager with 30 years experience in the construction industry. Experience in management, heavy equipment operating, and underground construction. Strong minded and driven to continually produce outstanding results efficiently.

Qualifications

- Heavy equipment operator- Excavator, Dozer, Back Hoe, Bobcat, Front End Loader, Grader
- Remove and replace concrete and asphalt (sidewalks, driveways, inlets, etc.)
- Repair roadways
- Excellent safety skills and quality control maintenance
- Installation of water main pipes, storm drain, and sanitary sewer

Experience

All Terrain Tractor Service
Project Mauager: 2008-Current

- Overseeing all crews and enforcing safety and compliance regulations.
- Operating grader, excavator, and skidsteer, back hoe, front end loader
- Removal and replacement of concrete and asphalt.
- Repairing roadways.
- Repairing sewer pipes
- Scheduling and planning for new and upcoming jobs

White Site Development
Superintendent: 1997-2008

- Supervising laborers to ensure all jobs are done correctly and efficiently.
- Repair sanitary sewer main and storm sewer lines
- Installation of conventional pipe
- Install meters
- Installation of wet and dry taps
- Grouting of pipe lines

Certifications

- Back Flow Testing Certification
- Underground Utilities License

Marshall Raulerson
(407) 283-0286

Superintendent with 30+ years experience in construction, management, underground mining, and heavy equipment operating. Exceptionally organized and driven to get jobs completed in a timely manner.

Qualifications

- Heavy equipment operator- Excavator, Dozer, Back Hoe, Bobcat, Front End Loader, Grader
- Remove and replace concrete and asphalt (sidewalks, driveways, inlets, etc.)
- Repair roadways
- Excellent safety skills and quality control maintenance
- Installation of water main pipes, storm drain, and sanitary sewer

Experience

All Terrain Tractor Service
Superintendent: 2011-Current

- Overseeing jobs and enforcing safety and compliance regulations.
- Operating grader, excavator, and skidsteer.
- Removal and replacement of concrete and asphalt.
- Repairing roadways.

White Site Development
Superintendent: 2008-2011

- Supervision of laborers to make sure time management and efficiency is produced.
- Installing water main pipe
- Operating grader, excavator, and skidsteer

Certifications

- Advanced MOT certified

STEVE G. GREEN

471 West Gardenia Drive
Orange City, FL 32763

Cell# (386) 547-2258 Teamgreensracin@yahoo.com

- 31 years of experience in all aspects of Water and Sewer Pipe line Construction
- Specializing in Gravity Sewer & Storm, lift stations, utility conflicts, underground fire lines, backflows, wet taps and groundwater conditions
- Heavy Equipment Operator: front end loader, back hoe, dozer, roller, and bobcat

22 Years of Experience as a Pipe Foreman:

Scheduling/Planning	Organization	Quality Control
Time Management	Results oriented	Ground water conditions
Safety & Compliance	Conflict resolution	Heavy equipment operator

Employment History:

Treadstone Construction 5/14/2015-
Debary, FL

Position: Pipe Foreman

Installation of sanitary sewer, storm drain, water main, and force main, can work alone, or as a team, read/comprehend written instructions, directions, site plans, schedules, reports, daily's, time sheets, shoot grade, set up laser, responsible for accuracy and schedule, maintain job equipment, report maintenance repair, workers compensation incidents, effectively communicate with staff, supervision, inspectors, general contractors, citizens, conduct safety meetings, consistent compliance with all OSHA and company policies and procedures.

Brockman Site Development
10/2011-05/12/2015

Oviedo, FL

Position: Pipe Foreman

Installation of sanitary sewer, storm drain, water main, and force main, operation of back hoe, front end loader, bobcat, roller, bull dozer, can work alone, or as a team, read/comprehend written instructions, directions, site plans, schedules, reports, daily's, time sheets, shoot grade, set up laser, responsible for accuracy and schedule, maintain job equipment, report maintenance repair, workers compensation incidents, effectively communicate with staff, supervision, inspectors, general contractors, citizens, conduct safety meetings, consistent compliance with all OSHA and company policies and procedures.

Eden Site Development
7/2005-2/2010

Longwood, FL

Position: Pipe Foreman

Supervision of 1-2 pipe crews, installation of sanitary sewer storm, large scale ex-filtration systems, water main, force main, under drain systems, fire lines, operation of back hoe, front end loader, dozer, roller, bobcat, read/comprehend site plans, schedules, reports, daily's, time sheets, shoot grade, set up laser, responsible for accuracy and schedule, maintain job equipment, report maintenance repair, workers compensation incidents, effectively communicate with staff, supervision, inspectors, general contractors, citizens, conduct safety meetings, consistent compliance with all OSHA and company policies and procedures:
Key Projects include the Altamonte Water Treatment- Plant, and Florida Hospital Parking Garage, Orlando

Wal-Rose Construction
2/2005-7/2005

Sanford, FL

Position: Pipe Foreman

Installation of sanitary sewer storm, water main, under drain, operation of back hoe, front end loader, dozer, roller, bobcat, read/comprehend site plans, schedules, reports, daily's, time sheets, shoot grade, set up laser, responsible for accuracy and schedule, maintain job equipment, report maintenance repair, workers compensation incidents, effectively communicate with staff, supervision, inspectors, general contractors, citizens, conduct safety meetings, consistent compliance with all OSHA and company policies and procedures.

Dewitt Excavating
Winter Garden, FL

3/1993-2/2005

Position: Pipe Foreman

Lead pipe crew for company, installation of lift stations, main line sewer, main line storm drain, operation of back hoe, front end loader, dozer, roller, bobcat, read/comprehend site plans, schedules, reports, daily's, time sheets, shoot grade, set up laser, responsible for accuracy, schedule, maintain job equipment, report maintenance repair, workers compensation incidents, effectively communicate with staff, supervision, inspectors, general contractors, citizens, conduct safety meetings, consistent compliance with all OSHA and company policies and procedures. Key Projects: Stoney brook East & West, Buena Vista, and West Grove

Personal References supplied upon request

ALL TERRAIN Equipment Flo

Item #	Year	Description	Serial #
1	2000	KUBOTA TRACTOR	10465
2	2000	SCAG WALK BEHIND MOWER	SW36A-16KAL
3	2002	WACKER TRAFFIC ROLLER	5491391
4	2006	JOHN DEERE	DW544GB551
5	2006	BRUSH MONSTER MOTOR	1904
6	2010	HUSTLER ZERO TURN MOWER	8121080
7	2010	KUBOTA	84053
8	2010	WACKER COMPACTOR PLAT	N10057456
9	2010	CAT 140M MOTOR GRADER	B9D02529
10	2011	GRAVELY ZERO TURN MOWER	414
11	2011	VERMEER TRENCHER	1VRS072P5X1001077
12	2012	VOLVO EXCAVATOR ECR88	VC30EC88T00015903
13	2012	CATERPILLAR MULTI TERRAIN	B7H01542
14	2012	HAMM ROLLER 3205	H1580347
15	2012	BRUSH MONSTER MOTOR	602471-8369
16	2013	SANY HYDRAULIC EXCAVATOR	13SY023B85768
17	2013	CATERPILLAR HYDRAULIC	XFA02561
18	2014	VOLVO WHEEL LOADER	VCE0L60GL0S611134
19	2014	BOBCAT HYDRAULIC W/NAIL	A00X07595
20	2014	CATERPILLAR MULTI TERRAIN	TSL02621
21	2014	WEBER JUMPING JACK	4105955
22	2014	WEBER JUMPING JACK	4105961
23	2014	STIHL CUTOFF SAW TS420	178597384
24	2014	STIHL CUTOFF SAW TS420	178597349
25	2014	STIHL CUTOFF SAW TS420	178597376
26	2014	SOKKIA GRADE LEVEL	270833
27	2014	SOKKIA GRADE LEVEL	251886
28	2014	BOBCAT 66'FORK GRAPPLE	AF0U02726
29	2014	CATERPILLAR MULTI TERRAIN	TLS02154
30	2015	CATERPILLAR MULTI	EZW01305
31	2015	CATERPILLAR MULTI	EZW00683
32	2015	VOLVO L70H WHEEL LOADER	VCE0L70HT0S622249
33	2015	SPECTRA CLASS 3R LASER	1EC/EN60825
34	2015	CATERPILLAR 287D MULTI	SS300102
35	2016	DAVID WHITE LINE TRANSIT	503446
36	2016	TOPCON LASER	RR0987
37	2016	WACKER PLATE TAMP	10545746
38	2016	BO PLATE COMPACTOR	861834122662
39	2010	Motor Grader	B9D02529
			TOTAL

UNSCHEDULED TOOLS & EQUIP
UNSCHEDULED TOOLS & EQUIP
RENTED EQUIPMENT

ALL TERRAIN TRACTOR SERVICE, INC.

SERVICES PERFORMED

- Tree Trimming
- Irrigation
- Drainage Installation and Repair
- Grounds Maintenance
- Light and Heavy Mowing
- Concrete Repairs – includes grinding, curbs, driveways, sidewalks, installation
- Asphalt Repairs – includes sealcoat, crack seal, paving
- Striping
- Complete Site Development
- Construction Services
- Water Proofing
- Pond Cleaning & Restoration
- Lift Station Repairs

REFERENCES

City of Debary
Alan Williamson
386-668-2040

City of Orange City
John Davis
386-775-5450

Smart Ride
John Bumpass
386-576-7244

Dewberry Bowyer-Singleton
Barry Roy
407-947-4560

JOHN MASIARCZYK
(386) 337-4211 cell

949 SHADICK DRIVE
ORANGE CITY, FL 32763

(386) 218-6969 o
(386) 218-6970 f

4218 OQ Concrete and Aspault Services

LINE ITEM	DESCRIPTION	3 YEAR ESTIMATED QUANTITY	UNIT OF MEASURE	COST PER UNIT
Asphalt pavement per 1.5" layer				
1	10 sq. yds. or less	215	sq. yd.	$29.43
2	10.1 to 30 sq. yds.	210	sq. yd.	$25.89
3	Over 30 sq. yards	750	sq. yd.	$20.01
Ashpalt pavement per each add'l. 1/2" layer thickness				
4	10 sq. yds. or less	150	sq. yd.	$8.24
5	10.1 to 30 sq. yds.	200	sq. yd.	$7.65
6	Over 30 sq. yards	2500	sq. yd.	$4.71
Asphalt pavement 1" thickness (overlay)				
7	10 sq. yds. or less	15	sq. yd.	$20.63
8	10.1 to 30 sq. yds.	15	sq. yd.	$20.00
9	Over 30 sq. yards	15	sq. yd.	$19.63
FC-4 Asphalt Friction Course 1" thickness (overlay)				
10	10 sq. yds. or less	15	sq. yd.	$32.96
11	10.1 to 30 sq. yds.	15	sq. yd.	$32.96
12	Over 30 sq. yards	15	sq. yd.	$32.96
FC-2 Asphalt Friction Course 5/8" thickness (overlay)				
13	10 sq. yds. or less	15	sq. yd.	$32.96
14	10.1 to 30 sq. yds.	15	sq. yd.	$32.96
15	Over 30 sq. yards	15	sq. yd.	$32.96
4" Concrete (Sidewalk or Driveway)				
16	10 sq. yds. or less	15	sq. yd.	$61.79
17	10.1 to 20 sq. yds.	30	sq. yd.	$58.03
18	Over 20 sq. yards	30	sq. yd.	$43.43
6" Concrete (Sidewalk or Driveway)				

19	10 sq. yds. or less	15	sq. yd.	$79.92
20	10.1 to 20 sq. yds.	15	sq. yd.	$76.98
21	Over 20 sq. yards	60	sq. yd.	$75.92
8" Concrete (Sidewalk or Driveway)				
22	10 sq. yds. or less	15	sq. yd.	$109.81
23	10.1 to 20 sq. yds.	15	sq. yd.	$96.63
24	Over 20 sq. yards	15	sq. yd.	$92.93
6" x 16" Straight or Radius Upright Curb				
25	20 lin. ft. or less	25	lin. ft.	$30.01
26	Over 20 lin. ft.	15	lin. ft.	$25.31
2 ft. Curb & Gutter Section or Radius				
27	20 lin. ft. or less	30	lin. ft.	$35.90
28	Over 20 lin. ft.	15	lin. ft.	$28.84
Density Tests: Certified Testing Lab (when required by agency inspector)				
29	Soil Proctor Test	15	each	$188.32
30	Soil Density Test	15	each	$64.74
8" Concrete Roadway replacement (broom finished)				
31	10 sq. yds. or less	15	sq. yd.	$110.74
32	Over 10 sq. yds.	15	sq. yd.	$108.28
8" Concrete Road Base (unfinished)				
33	10 sq. yds. or less	15	sq. yd.	$25.89
34	Over 10 sq. yds.	200	sq. yd.	$21.19
Surface Prep. For Limerock				
35	10 sq. yds. or less	15	sq. yd.	$12.36
36	Over 10 sq. yds.	15	sq. yd.	$10.00
8" Limerock Road Base				
37	10 sq. yds. or less	15	sq. yd.	$20.01
38	Over 10 sq. yds.	15	sq. yd.	$18.83
Limerock Road Base per each add'l. 2" layer thickness				
39		15	sq. yd.	$4.12
Remove Asphalt and Dump				

41	10 sq. yds. or less	90	sq. yd.	$9.42
42	10.1 to 20 sq. yds.	80	sq. yd.	$8.83
43	20.1 to 40 sq. yds.	110	sq. yd.	$8.24
44	Over 40 sq. yds.	775	sq. yd.	$7.65
Milling of Asphalt and Dump				
44a	10 sq. yds. or less	90	sq. yd.	$138.00
44b	10.1 to 20 sq. yds.	80	sq. yd.	$115.00
44c	20.1 to 40 sq. yds.	110	sq. yd.	$92.00
44d	Over 40 sq. yds.	775	sq. yd.	$86.30
Remoce Concrete and Dump				
45	10 sq. yds. or less	15	sq. yd.	$10.59
45	10.1 to 30 sq. yds.	25	sq. yd.	$10.00
47	Over 30 sq. yards	40	sq. yd.	$8.24
Remove Limerock and Dump				
48	10 sq. yds. or less	15	sq. yd.	$7.06
49	10.1 to 20 sq. yds.	15	sq. yd.	$6.77
50	20.1 to 40 sq. yds.	15	sq. yd.	$6.47
51	Over 40 sq. yds.	195	sq. yd.	$6.15
Stripes & Lines - whie & yellow (to DOT Standards				
52	4" Solid	10	lin. ft.	$1.65
53	6" Solid	10	lin. ft.	$2.12
54	8" Solid	10	lin. ft.	$2.58
55	12" Solid	10	lin. ft.	$2.82
56	18" solid	10	lin. ft.	$3.30
57	24" Solid	10	lin. ft.	$3.53
58	6" Skip	20	lin. ft.	$1.77
59	Directional Arrow	5	each	$47.08
60	Message	5	each	$94.16
61	Reflective Marker	5	each	$17.66
Priority Work				
62	Jobs < $2,500			$1,250
63	Jobs to include and > $2,500		lump sum	$3,600

64	6"-8"	20	lin. ft.	
65	10"-12"	-	lin. ft.	
66	16"-24"	-	lin. ft.	
67	Above 24"	-	lin. ft.	

Sod Restoration

68	Sod - St Augustine	1000	sq. yd.	$6.05
69	Sod - Bahia	1000	sq. yd.	$5.19

Payment Discount Options

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2016

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: Kelly Whitaker
Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129	PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: kelly@catonhosey.com
INSURED All Terrain Tractor Service, Inc. 949 Shadick Dr Orange City FL 32763-8904	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Southern Owners — 10190 INSURER B : Auto-Owners Ins Co — 18988 INSURER C : Bridgefield Employers — 10701 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL16112116282 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X XCU Inculded X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		72553323	11/30/2016	11/30/2017	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			5055253900 HIRED AUTO PHYS.DAMAGE DED Comp $100/Coll $250	11/30/2016	11/30/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			5055332300	11/30/2016	11/30/2017	PIP EACH OCCURRENCE AGGREGATE	$ 10,000 $ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		830-54947	11/30/2016	11/30/2017	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented & Leased Equipment			72553323	11/30/2016	11/30/2017		$400,000

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

Certificate Holder is included as an Additional Insured for Liability Only with respects to operations of the Named Insured.

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

John Hosey/ATHOMP

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Legislation Details (With Text)

File #:	18-36	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	1/26/2018			**In control:**	City Council
On agenda:	2/13/2018			**Final action:**	
Title:	Award Bid #B-18-09-COC, Water & Wastewater Treatment Chemicals, to Air Products of Allentown PA, for the Purchase of Liquid Oxygen. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Air Products - Purchasing Memo Air Products - Bid Tabulation Sheet				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 26, 2018
Agenda Date: February 13, 2018
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid #B-18-09-COC, Water & Wastewater Treatment Chemicals, to Air Products of Allentown PA, for the Purchase of Liquid Oxygen

BACKGROUND:

On January 18, 2018, Purchasing sent out eighty nine (89) invitations and notifications to bid and received three (3) responses from five (5) plan holders. Staff requests City Council approval of Bid B -18-09-COC to Air Products for the purchase of chemicals for the Dyal Water Treatment Plant. The apparent low bidder is Air Products of Allentown PA.

Staff recommends approval of Bid B-18-09-COC to Air Products.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes

If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$94,587.00
Account Number	421-4020-536.52-09, DYCH11
Account Name	Chemicals
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Award Bid #B-18-09-COC, Water & Wastewater Treatment Chemicals, to Air Products of Allentown PA, for the purchase of liquid oxygen.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: David Fisher, Dyal Plant Superintendent/Project Manager

From: Sonja Hamilton, Purchasing Manager

Date: 1/18/18

Re: **Bid #B-18-09-COC, Liquid Oxygen**

Bids for the subject offering were opened on January 18, 2018 at 3:00 p.m. Purchasing sent out eighty-nine (89) invitations and notifications to bid and received three (3) responses from five (5) plan holders.

THE APPARENT LOW BIDDER IS Air Products, of Allentown, PA

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 guide lines 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.
- ➔ 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
  - Bid Tabulation Sheet
  - 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 memo and return it to the Purchasing Division.**

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: January 18, 2018

BID NUMBER: B-18-09-COC Water & Wastewater Treatment Chemicals (LOX)

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	Section	Description	Unit	Quantity	Unit Cost	Extension	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	Certificate of Liability Insurance	Receipt of Addendum
Praxair, Inc. 7000 High Grove Blvd. Burr Ridge, IL 65027	No Bid					310	Liquid Oxygen	TON/100SCF	900	No Bid		No Bid							
Air Products 7201 Hamilton Blvd. Allentown, PA 18195	Y	NA	Y	Y	Y	310	Liquid Oxygen	TON/100 SCF	900	.34/100 SCF	$ 73,929.60	Y	Y	Y	Y	Y	Y	Y	Y
Matheson Tri-Gas, Inc. 2300 Cabot Dr., Suite 148 Lisle, IL 60532	Y	NA	Y	Y	Y	310	Liquid Oxygen	TON/100 SCF	900	$132.88/Ton	$ 119,592.00	N	Y	Y	Y	Y	Y	Y	Y

Legislation Details (With Text)

File #:	18-11	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	1/9/2018			**In control:**	City Council
On agenda:	2/13/2018			**Final action:**	
Title:	Approve the Appointment of Mr. Lawrence Koss as a Regular member of the Planning & Zoning Board through November, 2020, and Ms. Marilyn Green as the 1st Alternate member to the Planning & Zoning Board.(Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Koss- Board application 001.pdf Green- Board application.pdf Koss Consideration letter.pdf Green Consideration letter.pdf Planning and Zoning roster.pdf US 1 RDA roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 9, 2018
Agenda Date: February 13, 2018
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve the Appointment of Mr. Lawrence Koss as a regular member of the Planning & Zoning Board through November, 2020, and Ms. Marilyn Green as the 1st Alternate member to the Planning & Zoning Board.

BACKGROUND:

Mr. Lawrence Koss has served as a regular member to the U.S. 1 Corridor Redevelopment Agency since October, 2014 and his current term on that board expires in June, 2018. On January 3, 2018, he submitted an application to serve as a member on the Planning & Zoning Board. There is currently one (1) regular member vacancy on the Planning & Zoning Board.

Mr. Koss currently meets all of the qualifications for serving on a City Board, and, if appointed, he would serve a three year term, which would be through November, 2020. Furthermore, he would resign from his position on the U.S. 1 RDA, where his current term expires June, 2018.

Ms. Marilyn C. Green has also submitted an application for membership to the Planning & Zoning

Board. Her application was submitted on January 16, 2018. She is not currently serving on a City board; however, she meets all of the qualifications. If appointed, she would serve as the 1st Alternate member to the Planning & Zoning Board. Her term would not have an expiration date.

Additionally, if appointed, this would leave one (1) regular member vacancy on the U.S. 1 RDA and the Planning & Zoning Board would have one (1) alternate member vacancy.

A current roster for both the Planning & Zoning Board and the US 1 RDA are attached.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council appoints and reappointments board members when terms expire or vacancies arise.

RECOMMENDED MOTION:

Approve the Appointment of Mr. Lawrence Koss as a Regular member of the Planning & Zoning Board through November, 2020, and Ms. Marilyn Green as the 1st Alternate member to the Planning & Zoning Board.

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, January 03, 2018 4:58 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Lawrence
Last Name	Koss
Application Date	1/3/2018
Address1	2115 N Indian River Dr.
City	Cocoa
State	FLORIDA
Zip	32922
Home Phone Number	321-266-7520
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	Kennedy Space Center
Title/Position Held	Engineering Technician VI
Date of Birth*	3/2/1965
E-mail Address	llkosmosjr@gmail.com

The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

Various City Boards/Committees Available	Planning & Zoning Board

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	Yes
Are you related to a City of Cocoa Councilmember	No

by blood, adoption, or marriage?	
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I've been a Brevard County resident since I was seven years old. I've seen this area grow and decrease in size in smart and not-so-smart ways. Some changes we don't control, but for those that we do, planning and zoning are often at the center of it all. I've invested in Cocoa over the last decade both by the properties I own and through my active participation in civic life. I've been a member of the US 1 Redevelopment Corridor for two years and have learned how the committees function and interact with staff. I want to work with the City to make Cocoa the best it can be. Serving on the Planning and Zoning Committee would be a responsibility that I would take seriously and work at diligently.

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male

Voters Reg Verif.
#122087937

RECEIVED
JAN 16 2018
OFFICE OF THE CITY CLERK

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Marilyn C. GREEN Application Date: 1-15-2018

Street Address, Including Zip Code: 104 Riverside DR. #204 Cocoa FL 32922

Telephones: Home: 617-5554 Work: - Pager: - Cell: 6035024632

Place of Business: -

Title/Position Held: -

Date of Birth[2] 8-19-1954

Email Address: mlgreen20@gmail.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE

(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
	Brownfields Advisory Board	✓	Planning & Zoning Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Cocoa)
	Housing Authority		Redevelopment Agency (Diamond Square)
	Pension Board - Fire		Redevelopment Agency (US 1)
			Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	
Do you own property or a business in Cocoa?	Yes	✓	No	
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes		No	✓

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

- If yes, have your civil rights been restored? Yes ____ No ____
  Do you consent to a standard criminal background check? Yes ✓ No ____
  (PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board — Yes ____ No ✓

Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? — Yes ____ No ✓

Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. — Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

My experience includes: 4 yrs w/the Town of Westboro Mass - Board of Selectmen as Exec. Secy to BOARD - Review of plans (conception - approval), permitting/licensing, etc. + 3 years Middlesex County in Mass - Personnel Director + Approx 10 years as a licensed Real Estate Broker in NH + ME with a focus on Commercial Real Estate (zoning/bylaw familiarity - plan review, etc. familiarity & working relationship w/var. towns/cities officials, inspectors, etc.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
✓ Caucasian

GENDER

____ Male
✓ Female

DISABILITY

____ Physically Disabled

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

February 2, 2018

Mr. Lawrence Koss
2115 N. Indian River Drive
Cocoa, FL 32922

Re: Appointment to the Planning & Zoning Board

Dear Mr. Koss,

The City Council will consider your application for appointment to the Planning & Zoning Board at the Regular City Council meeting being held on Tuesday, February 13, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

February 2, 2018

Ms. Marilyn C. Green
104 Riverside Drive #204
Cocoa, FL 32922

Re: Appointment to the Planning & Zoning Board

Dear Ms. Green,

The City Council will consider your application for appointment to the Planning & Zoning Board at the Regular City Council meeting being held on Tuesday, February 13, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Planning & Zoning Board	**Meets Second Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
VACANCY ~~Troy Stephan (non-resident)~~			Mr. Stephan was **not reappointed** in 12/17 at the expiration of his term	2017
Al Washington ***Vice Chairman (as of 2/2014)***	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	636-1099 (H) 432-7567 (C)	11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2020
Jack L. Moore (non-resident)	P.O. Box 3462 Cocoa FL 32924 2665 Adamson Road, 32926-2639	537-0609 hm & work	11/16 Reappointed 10/13 Reappointed 9/10 Reappointed 1/08 Reappointed 10/04Reappointed 8/03 Appointed to Fill an Unexpired Term	2019
Jake Williams, Jr. (replaced Alex Van Johnson)	1054 Cypress Lane Cocoa FL 32922 Jake_williamsjr02@yahoo.com	633-7459 (H) 698-6758 (C)	12/08/15 reappointed 12/11/12 appointed	2018
Michael Dobrin- ***Chairman (as of 2/2014)***	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2020
Aleck Greenwood	P.O. Box 1077 Cocoa, FL 32922 agreenwood2@cfl.rr.com	917-3770 (c)	4/16 appointed	2018
Russell Sengel	5683 Saratoga Lane Cocoa FL 32926-2476 rsengel@cfl.rr.com	631-5646 (H) 637-7605 (W) 863-3704 (C)	11/16 Reappointed 10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2019
Sharon Ervin	335 Meridian Run Drive Cocoa, FL 32926 Srcahill2001@yahoo.com	636-0734 (hm) 636-5885 (wk) 863-6916 (cell)	11/17 Reappointed 09/17 appointed to fulfill unexp term of Betty Lee	2020
Todd Anderson (non-resident)	1355 Arlington Ave. Merritt Island, FL 32952 toddpanderson@yahoo.com	403-7595 (cell)	11/16 Reappointed 1/28/14 appointed (to fill vacancy left by Stephenson)	2019
Vacancy – did not renew - Jim	960 Harbor Pines Drive, MI	453-4993	10/05 Reappointed	2008

Crisafulli (non-voting member)	32952		1/04 Appointed	
VACANCY -1st Alternate				
VACANCY- 2nd Alternate				
LIAISON	Deputy Mayor Blanco		Updated 01/17	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Monica Arsenault	433-8661		

U.S. 1 Corridor Redevelopment Agency	**Meets Fourth Monday Every Month @ 6:15pm**			**Expirations in June**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Richard Louden – Chairperson (re-elected 8/2010)	547-A Delannoy Avenue, 32922	638-8804	6/14 Reappointed 4/10 Reappointed 6/06 Reappointed 3/98 Appointed	2018
James McCarthy	116 Lemon St. Cocoa, FL 32922 James1.jm26@gmail.com	631-0092 (w) 917-7910 (c)	07/17 reappointed 06/11/13 Reappointed 12/11/12 appointed	2021
Laura J. Houston	109 N. Fiske Blvd. Cocoa, FL 32922-7211	208-1116 hm	07/15 appointed	2019
Annette Miele	3801 Arrowsmith Dr. Cocoa, FL 32926-6416 annettemiele@hotmail.com	633-1000x639 (W) 795-4983 cell	05/14 Reappointed 04/10 Reappointed 04/09 appointed (to fill unexpired term of Kaz)	2018
Lawrence Koss	2115 N. Indian River Drive Cocoa, FL 32922 llkosmosjr@gmail.com	266-7520 cell	10/14 appointed	2018
Crystal McQueen	956 N. Cocoa Blvd. Ste. 1121 & 1123 Cocoa, FL 32922 crystalmcqueen@gmail.com	321-271-4659 (hm) 321-271-4365 (cell)	10/16 appointed (fulfilling term of Jeri Blanco)	2018
Thomas H. Yardley	1970 Michigan Ave; Bldg. D 32922-5723 TomYardley@gmail.com	868-7959 633-0400	5/16 Reappointed 5/8/12 reappointed 6/08 reappt. 5/04 Reappointed 3/98 Appointed	2020
LIAISON	Deputy Mayor Blanco		Updated 01/17	
Counsel: Joe Colombo				
RECORDING SECRETARY	Torri Edwards	433-8661		

Legislation Details (With Text)

File #:	18-30	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	1/22/2018			**In control:**	City Council
On agenda:	2/13/2018			**Final action:**	
Title:	Approve a Code Enforcement Lien Reduction request in the amount $12,150.00 for the property located at 2009 N. Cocoa Blvd. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2009 N Cocoa Blvd-SD.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 22, 2018
Agenda Date: February 13, 2018
Prepared By: Rachel Unruh, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a Code Enforcement Lien Reduction request in the amount $12,150.00 for the property located at 2009 N Cocoa Blvd.

BACKGROUND:

CASE# 15-1097:

The Code Enforcement Board held a public hearing on March 17, 2016, at which time the Board found the owner, Senturk Marketing Inc, in violation of the following:

Section 6-900(b)(1) a-d Accumulation of Trash & Litter
Section 6-1001(d) Weeds/Overgrowth
Section 6-1003(f) Exterior Walls

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at $250.00 per day from April 17, 2016 until compliance was achieved and documented on August 8, 2017. The current lien amount is $121,500.00 and the current owner, Senturk Marketing INC., is requesting that the lien be reduced to zero.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Whether the owner made attempts to correct the violation(s); **Yes**
- The length of time the code enforcement lien ran before the violation was brought into compliance; case **CE-15-1097** the lien ran **486 days**.
- Cost incurred by the City for staff to complete this investigation.
- The current market value is **$178,000.00** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to **$12,150.00**

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time

STRATEGIC PLAN CONNECTION:

Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on January 18, 2018, recommended that the lien be reduced to $5,000.

RECOMMENDED MOTION:

Approve a Code Enforcement Lien Reduction request in the amount $12,150.00 for the property located at 2009 N Cocoa Blvd.

Application # CE - 15 - 1091

LIEN REDUCTION APPLICATION

Community Services Department
Code Enforcement Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8508
Fax: (321) 433-8543
Web:http://www.cocoafl.org

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

Please TYPE or PRINT this application neatly.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

1. **Date:** 4-21-2017

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): FLORIDA Petroleum Services Inc.
Name: KENNETH L. WOOD
Mailing Address: P.O. Box 4309
City: APOPKA State: FL Zip Code: ~~4309~~ 32704-4309
Phone #: 407-468-2355 Fax #: N.A.
Mobile #: SAME E-mail: KWOOD@MEDALLIONCS.COM

3. **Property Owner Information:** ** Check here if same as Applicant →* ☐
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): SENTURK MARKETING Inc.
Name: VEDAT SENTURK.
Mailing Address: 17719 EAST LAKE JEM ROAD
City: MT DORA State: FL Zip Code: 32757
Phone #: 352-267-6868 Fax #: N.A
Mobile #: SAME E-mail: V.SENTURK@YAHOO.COM

4. **Information for property on which lien occurs:**

Street Address and Location: 2009 North Cocoa Blvd. Cocoa FL 32922

Parcel ID:

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

Tax Account Number:

2 4 1 3 9 8 2

Existing Use(s) on Property: ~~Convience~~ Convenience Store with Fuel Sales

Proposed Use(s) on Property: SAME

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? _____

Nature of Violation(s): Code Enforcement said Junk + Debris, Weeds + Over Growth Exterior wall

Date Fine or Lien Imposed: No Sure Amount of Fine: $ 250.00 per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one) Still under Construction

Date upon which the subject property was brought into compliance: Code Enforcement said not?

5. **Please provide the following information:**

Code enforcement case number: CE 15-1097

Were you the property owner at the time the lien was imposed? (Yes) / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____ → Sentinel Marketing

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? N.A.

Did you receive the Notice of Violation issued by the Code Enforcement Division: (Yes) / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: (Yes) / No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

Please See Attached

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Please See Attached

Amount you are requesting that the lien be reduced to: No Lien Please

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

PLEASE SEE ATTACHED

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

NO OTHER PROPERTY

6. **Please submit the following items in order complete the application:**

   a. ☒ **Notarized application.**

   b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☒ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☒ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☒ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. Signatures and Notarization.

STATE OF Florida COUNTY OF Lake. I, Kenneth L Wood being first duly sworn, depose and say that:

— I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

X I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the legal advertising of a public hearing.

KENNETH L. WOOD
(APPLICANT SIGNATURE)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FL DL License

BRONDA KAY WATTS
Notary Public - State of Florida
My Comm. Expires Feb 29, 2016
Commission # EE 145781

Bronda Kay Watts
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ LAKE

Sworn and subscribed to before me this 21st day of April, 20 15

FOR OFFICE USE ONLY

Fee of $_____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

2017 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# J60747

Entity Name: SENTURK MARKETING, INC.

Current Principal Place of Business:

17719 EAST LAKE JEM RD.
MOUNT DORA, FL 32757

Current Mailing Address:

17719 EAST LAKE JEM RD.
MOUNT DORA, FL 32757

FEI Number: 59-2784560

FILED
Feb 11, 2017
Secretary of State
CC0634526562

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SENTURK, VEDAT
17719 EAST LAKE JEM RD.
MOUNT DORA, FL US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	DPS
Name	SENTURK, VEDAT
Address	17719 EAST LAKE JEM RD.
City-State-Zip:	MOUNT DORA FL 32757

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: VEDAT SENTURK PRESIDENT 02/11/2017

Electronic Signature of Signing Officer/Director Detail — Date

10. Property Owner Authorization. * *Check here if same as Applicant* → ☐

I am the fee simple owner (or legal representative) of the property at: 2009 North Cocoa Blvd Cocoa, FL 32922 and I hereby authorize the applicant to submit this Board of Adjustment Application regarding my property described above.

VEDAT SENTURK
(PRINT OWNER NAME)

(OWNER SIGNATURE)

☑ Personally Known OR ☑ Produced Identification

Type of I.D. Produced FL Dr License

BRONDA KAY WATTS
Notary Public - State of Florida
My Comm. Expires Feb 29, 2016
Commission # EE 145781

Bronda Kay Watts
(NOTARY PUBLIC SIGNATURE)

(Print, Type, or Stamp Commissioned Name of Notary Public)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ LAKE

Sworn and subscribed to before me this 21st day of April, 20~~1~~15

---

11. Applicant Signature.

KENNETH L. WOOD
(PRINT APPLICANT NAME)

(APPLICANT SIGNATURE)

☐ Personally Known OR ☒ Produced Identification

Type of I.D. Produced FL Dr License

BRONDA KAY WATTS
Notary Public - State of Florida
My Comm. Expires Feb 29, 2016
Commission # EE 145781

Bronda Kay Watts
(NOTARY PUBLIC SIGNATURE)

(Print, Type, or Stamp Commissioned Name of Notary Public)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ LAKE

Sworn and subscribed to before me this 21st day of April, 20 15

FOR OFFICE USE ONLY

~~Fee of $~~ _____ ~~in cash ☐ or check ☐ (No: _____) payable to the "City of Cocoa".~~

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

Community Services Department
Planning & Zoning Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8535 I Fax: (321) 433-8543

June 18, 2015

Kenneth L. Wood
Florida Petroleum Services Inc.
2070 South Orange Blossom Trail
Apopka, FL 32703

RE: **PZ-15-00800005 – Variance (2009 N. Cocoa Blvd.)**

Dear Mr. Wood:

This letter is to inform you that on June 17, 2015 the City of Cocoa Board of Adjustment **approved** your variance request in accordance with Appendix A, Zoning, Article XI, Section 12(F) to allow for a 12-foot reduction to the required 15-foot rear yard setback in the C-G (General Commercial) Zoning District in order to expand the existing convenience store, with the following conditions:

1. The variance is to allow for the applicant to construct the addition as depicted on the submitted site plan, dated as received on May 22, 2015 and labeled as Exhibit A and the floor plan, dated as received on June 9, 2015 and labeled as Exhibit B. It does not waive any other required setbacks and does not waive the required setbacks for any future structures or additions to the residence.

2. The variance shall not be effective until the applicant has secured all the permits and approvals necessary for any development related to the variance. Such permits shall be obtained within six (6) months of the Board's approval.

If you have any questions regarding this decision, please feel free to contact me.

Regards,

Steven Biel
Senior Planner

(Continued)

CO Information

Str/seq	CO Issue Date	Status	Description

Agency Result date	Status	By	Revision	Path In	Path Out	Step Date	Req In	Req Out	Date In Last	Copy plans	Estimated completion	Last action	Action type	Action by
ADMINISTRATION 5/07/2015	APD	SHP			A	10		Y	5/07/2015 In	0	5/14/2015	5/07/2015	APD	SHP
ZONING REVIEW 5/07/2015	APD	SXB			A	20		Y	5/07/2015 In	0	6/18/2015	5/07/2015	APD	SXB
BUILDING DIVISION 10/31/2016	APD	TSD			B	20		Y	5/07/2015 In	0	6/18/2015	10/31/2016	APD	TSD

renewed

issued

SEE NOV dated 11-24-15

Property Information

Address: 2009 N COCOA BLVD
COCOA, FL 32922
Location ID: 16254
Owner name:
PARCEL NUMBER: 24 36175319 21
Alternate ID #: 2413982
Zoning: NA NOT AVAILABLE
Subdivision:

Application Information

DESCRIPTION: REMODEL COMMERCIAL STORE AND FUELING FACILITY
Application status: ISSUED
Status Date: 4/20/2017
Application type: COMMERCIAL ALTERATION
Application date: 5/07/2015
Valuation: 50000
Square footage: 0
Public building: NO
Reviewed by: TSD T SCOTT DAVIS
Pin number: 993248
Entered by: COCOSHP

Contractor Information

Contractor Name: FLORIDA PETROLEUM SERVICES INC
Contractor Number: 1635
Type: CERT BLG CONTACTOR
Status: ACTIVE

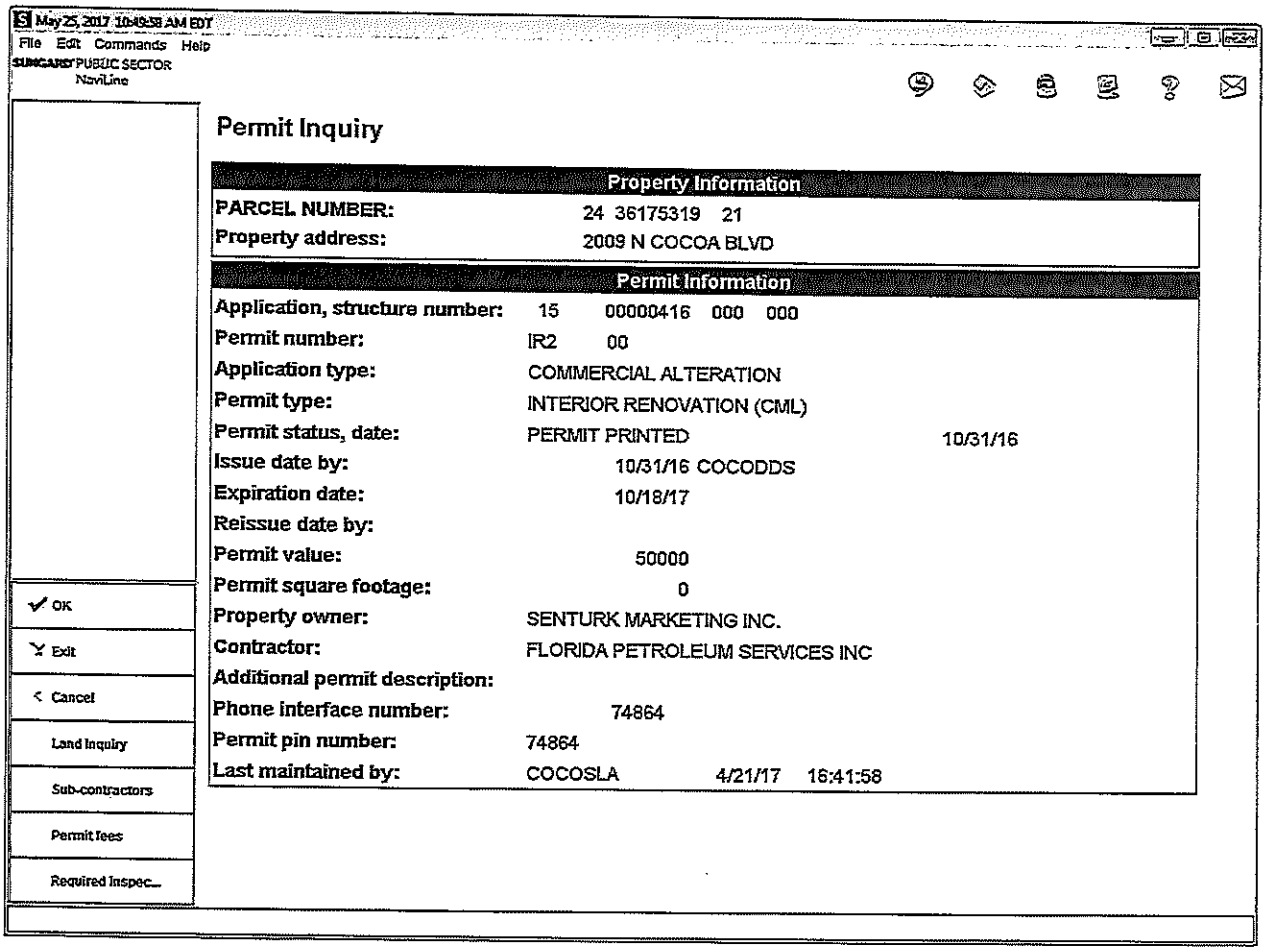
Contractor Requirements	Doc Number	Exp Date
STATE LICENSE/CO COMP	CBC036541	8/31/2018
COUNTY TAX RECEIPT/ O/L	ORANGE	5/06/2017
LIABILITY INSURANCE	Y	6/29/2017
WORKER'S COMP INSURANCE	WC201700000	1/01/2018
REPOSITORY	NO	5/06/2015

Outstanding Inspections

Type	Insp ID	Schedule Date	Confirmation Number	Permit Description	Pmt Seq	Min	Max
UNDERGROUND MEC					00	10	
UNDERGROUND PLU				INTERIOR RENOVA	00	10	
PRE-LATH (INC F				INTERIOR RENOVA	00	10	
UNDERGROUND GAS					00	10	
GAS PIPING					00	10	
LINTEL/ TIE-BEA					00	20	
ROOF SHEATHING					00	30	
ROOF DRY-IN					00	40	
ABOVE CEILING (					00	50	
ROUGH MECHANICA					00	50	
FINAL BUILDING					00	1000	

Work Description

Code	Description	Quantity



Permit Inquiry

Property Information	
PARCEL NUMBER:	24 36175319 21
Property address:	2009 N COCOA BLVD

Permit Information		
Application, structure number:	15 00000416 000 000	
Permit number:	IR2 00	
Application type:	COMMERCIAL ALTERATION	
Permit type:	INTERIOR RENOVATION (CML)	
Permit status, date:	PERMIT PRINTED	10/31/16
Issue date by:	10/31/16 COCODDS	
Expiration date:	10/18/17	
Reissue date by:		
Permit value:	50000	
Permit square footage:	0	
Property owner:	SENTURK MARKETING INC.	
Contractor:	FLORIDA PETROLEUM SERVICES INC	
Additional permit description:		
Phone interface number:	74864	
Permit pin number:	74864	
Last maintained by:	COCOSLA 4/21/17 16:41:58	

Lien Reduction Application: Cocoa Section 5

There were several unforeseen delays in completing the remodel to the facility that contributed to the site junk/debris/misc. construction as described below.

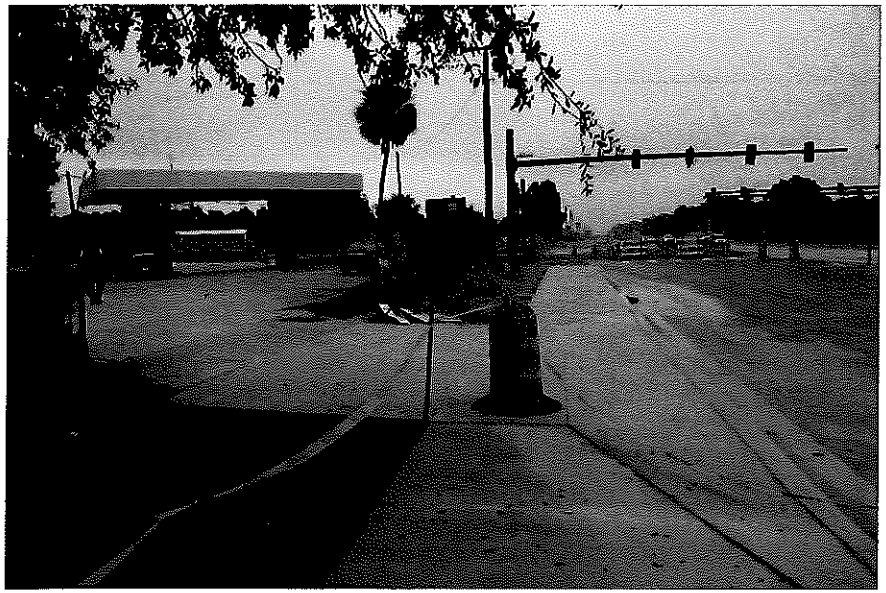
Upon removal of the existing fuel tanks, unknown fuel contamination was discovered. This required additional testing and thus remedial work to be performed prior to continuing with the replacement with new tanks. In addition, this required additional approval from the DEP. Once remedial work was completed and approvals were obtained, planned worked continued behind the original schedule.

In addition to the tank issues, the building provided its own unforeseen delays. Upon removing the top building overhang, rot to the structure was found. Prior to removal and replacement of the overhang, the city required that approval was necessary. The time associated with retrieving this approval further delayed the project. There were also significant time delays with permit plan approval. During the permit approval process, our project architect unexpectedly passed away, further compounding an already stressed time frame. During the facility construction, the state was still working on completing road infrastructure upgrades surrounding the facility which contributed to the debris on the property.

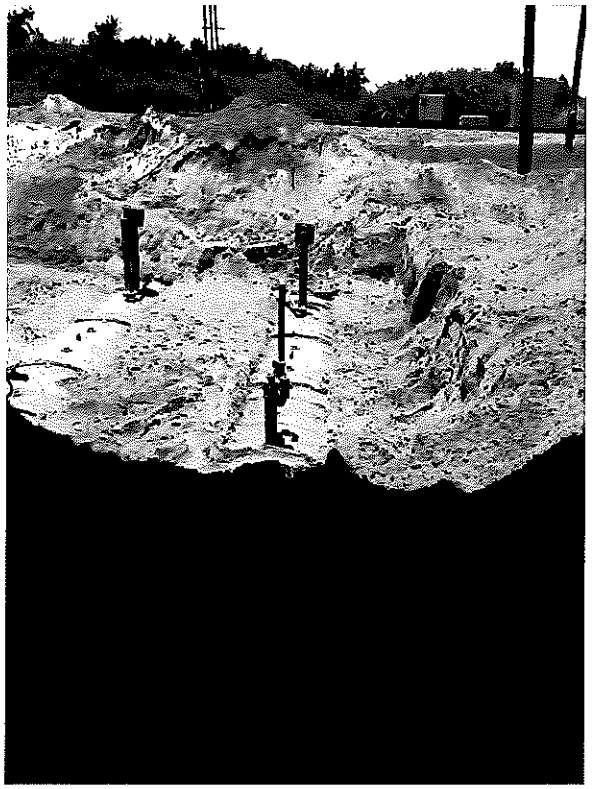
As you can see from the pictures provided, substantial facility upgrades have been made. Several unforeseen and/or unavoidable circumstances have led to schedule delays. However, we have remained committed to enhancing the community and have spent over $500,000 in this pursuit. The old fuel tanks have been removed and replaced with a complete double wall system to ensure not only functionality but protection to the environment. The entire interior of the store has been demolished, redesigned, and rebuilt to provide our patrons with a wide variety of selections. Careful consideration of the exterior of the building have been made to preserve the original charm, namely restoring the original brick walls, while adding visual appeal with new awnings, overhangs, and scroll work.

We understand that the unforeseen project delays have not been ideal, but we ask that you please consider the unforeseen circumstances as described above. We also ask that you please consider the time and effort put into the facility to ensure that everything was completed to the highest standard and that when opened, the facility would enhance the community. Pictures have been provided to illustrate both the unforeseen issues with construction as well at the progress and upgrades to the facility for your consideration.

A.



B.



C.



D.



E.



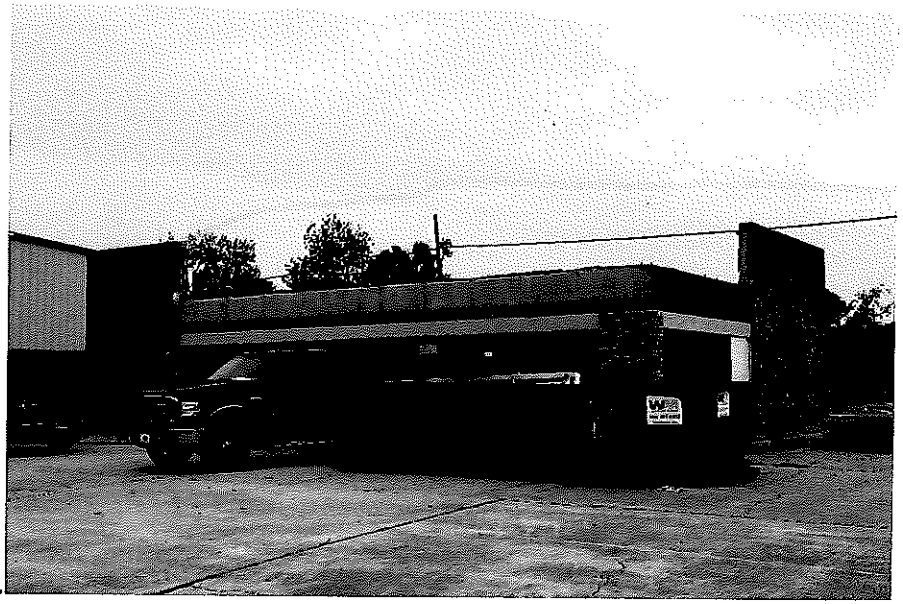
F.



G.



H.



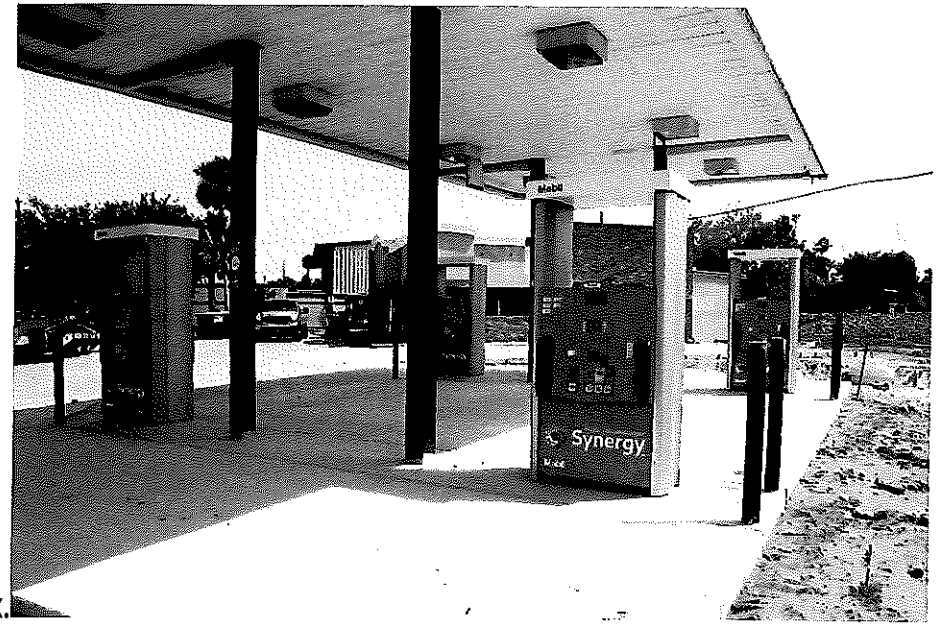
I.



J.



K.



Legislation Details (With Text)

File #:	18-31	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	1/22/2018			**In control:**	City Council
On agenda:	2/13/2018			**Final action:**	
Title:	Approve a Code Enforcement Lien Reduction request in the amount $750.00 for the property located at Tax #2425112 located on Donley Street. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Tax #2425112.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 22, 2018
Agenda Date: February 13, 2018
Prepared By: Rachel Unruh, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a Code Enforcement Lien Reduction request in the amount $750.00 for the property located at Tax #2425112 located on Donley Street.

BACKGROUND:

CASE# 15-1097:

The Code Enforcement Board held a public hearing on April 18, 2016, at which time the Board found the owner, Belinda S Balleras Trustee, in violation of the following:

App. A, Art. XII, Prohibited accessory structures

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at $25.00 per day from July 17, 2017 until compliance was achieved and documented on September 19, 2017. The lien is $1,600.00 and the current owner, Belinda S Balleras Trustee., is requesting that the lien be reduced to the amount of zero.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; Y**es**

- Whether the owner made attempts to correct the violation(s); **Yes**
- The length of time the code enforcement lien ran before the violation was brought into compliance; case **CE-17-120** the lien ran **64 days**.
- Cost incurred by the City for staff to complete this investigation.
- The current market value is **$4,400.00** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to **$750.00**

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time

STRATEGIC PLAN CONNECTION:

Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on January 18, 2018, recommended that the lien be reduced to $100.00.

RECOMMENDED MOTION:

Approve a Code Enforcement Lien Reduction request in the amount $750.00 for the property located at Tax # 2425112 located on Donley Street.

Application # CE - 17 - 120

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received
RECEIVED
NOV 28 2017
BY: RMJ
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 11/26/17

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: BELINDA / ROLANDO BALVERAS

Mailing Address: P.O. BOX 11206

City: ORLANDO State: FL Zip Code: 32803

Phone #: 321-356-0109 Fax #: NONE

Mobile #: 321-356-0109 E-mail: BELINDA0001@AOL.COM

3. **Property Owner Information:** ** Check here if same as Applicant* → ☑
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: VACANT LOT

Parcel ID:

24-36-32-80-B=3□□.□-□□□□.□□

Tax Account Number:

2425112

Existing Use(s) on Property: VACANT LOT

Proposed Use(s) on Property: _____

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? _____

Nature of Violation(s): APP. A, ART. XII PROHIBITED ACCESSORY STRUCTURES

Date Fine or Lien Imposed: 7/17/17 Amount of Fine: $25.00 per day

Have the violation(s) on the subject property been corrected: Yes / No (Circle one)

Date upon which the subject property was brought into compliance: 9/19/2017

5. **Please provide the following information:**

Code enforcement case number: 17-120

Were you the property owner at the time the lien was imposed? (Yes) / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? 64 DAYS

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: (Yes) / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: (Yes) / No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

* SEE ATTACHED

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

** SEE ATTACHED

Amount you are requesting that the lien be reduced to: LIEN BE REDUCED TO $0 (ZERO)

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

*** SEE ATTACHED

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

NONE

6. **Please submit the following items in order complete the application:**

   a. ☐ **Notarized application.**

   b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, ROLANDO O. BALLERAS being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Rolando O. Ballerás
(APPLICANT SIGNATURE)

Rachel Unruh
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☑ OR Produced Identification ☐

RACHEL M. UNRUH
MY COMMISSION # GG 049001
EXPIRES: June 14, 2020
Bonded Thru Budget Notary Services

Type of I.D. Produced _____

Rachel Unruh
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 28th day of November, 20 17

The shed in question located at our vacant lot was owned by our neighbor, Ms. Bailey. She appeared in the first hearing together with her family members and requested your Board to give them 2 months to remove the shed which was granted by your Board. We also want to give them the opportunity to move the shed as according to Ms. Bailey it contained old personal belongings that are very important to them. Besides, we have to love our neighbor.

We have follow up through several phone calls and personal visits to inform Ms. Bailey of the compliance deadline and advise her of the possible penalty if not met. Finally she was able to remove the shed but after the deadline. She told me because she cannot find somebody in the neighborhood to help her to move the shed even if she is willing to pay the persons.

Before, the previous Code Enforcer told us that our property is south of the property that we have now in code violation. We were surprise and met the new Code enforcer Mr. Steve Murdick, and he showed us in his mobile phone the picture which we believe is correct. We wish you to know that we have been taking care of the property for years which is not ours and got no violations. Surprise of the violation on our property now, we got in touch with our neighbor Ms. Bailey as I cannot enter the property because she has a big dog and wish to talk to her first. I advised her about the shed which is in our vacant property which she did not know. She was thinking it was their property. After a few days she did found out we are correct and requested time to move the shed. I told her she has to talk to the Board which she did with her family members and was granted (Board) 2 months period.

Legislation Details (With Text)

File #:	18-46	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	2/6/2018			**In control:**	City Council
On agenda:	2/13/2018			**Final action:**	
Title:	Approval of a Resolution dedicating and naming the new Fire Station #3 in honor of David Salisbury. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fire Station #3 Naming Resolution.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 6, 2018
Agenda Date: February 13, 2018
Prepared By: Gene Prince, Fire Chief
Carie Shealy, City Clerk
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:

Approval of a Resolution dedicating and naming the new Fire Station #3 in honor of David Salisbury.

BACKGROUND:

The new Fire Station #3 on Brunson Boulevard is expected to be completed in March/April, 2018. At this time, staff is seeking direction for the naming of the new Fire Station.

City of Cocoa Code of Ordinances Chapter 2, Article 1, Section 2-9 establishes the method and procedures for naming certain City buildings, streets, and parks. The authority to name City buildings, parks, and streets is solely vested in the City Council and recommendations may come forth by the followings means:

* The City Council's own initiative
* City Manager may make a recommendation to the City Council based on the City Manager's own initiative
* Any person or entity wishing to assist the City Council in determining the name of a City building, park, or street shall submit an assistance petition to the City Manager for evaluation and recommendation by the City Manager.

Additionally, when considering naming any City building, park, or street, the City Manager and City

Council shall consider the following naming attributes:

* Recognized geographical names
* Natural historic features
* Significant historic contributions to the City, State of Florida, or the United States.
* Significant material or financial contributions to the City
* Persons of historic services to the City
* Persons of outstanding civic service to the City; and
* Documented community support for the name.

Consistent with the aforementioned, the City Manager, on the advice of Fire Chief Gene Prince, recommends that the new Fire Station #3 building, be dedicated and named after David L. Salisbury, Jr. who served as the first career Fire Chief for the City of Cocoa from May 1, 1959 until September 1, 1988. Chief Salisbury oversaw the Fire Department grow from five (5) firefighters when he started to forty (40) fighters and three (3) fire stations by the time he retired. Chief Salisbury led the Department during a time of unparalleled change such as when there was not training standards for certifying firefighters, and each Fire Chief was responsible for training new firefighters. His work helped ensure the safety of firefighters and the citizens for twenty-nine (29) years.

Mr. Salisbury's love and support of the Fire profession began when he was a child, and he began working part-time at the age of 17 for his local fire department. Moreover, he served in the U.S. Navy from 1952-1953, where he served with the Navy Fire Department. Throughout his career, Mr. Salisbury attended and taught at various fire schools.

Mr. Salisbury was appointed as Fire Chief of Welch, West Virginia at the age of 24 years old, and at that time was the youngest municipal Fire Chief in the State. This honor was repeated when he came to Florida as the Fire Chief of the City of Cocoa when he was 29 years old. Additionally, he served as the Acting Assistant City Manager during his time as Fire Chief. After his retirement, he was elected on November 15, 1989 for Council Seat #4 and served two (2) three-year terms which ended in November, 1995.

STRATEGIC PLAN CONNECTION:

Image and Civic Engagement-the naming of buildings/parks/facilities will promote civic engagement and civic pride if named for iconic contributory residents or civic groups.

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

On January 23, 2018, Council approved the naming of the new Fire Station #1 as the Tyler Furbish Fire Administration Building.

powered by Legistar™

RECOMMENDED MOTION:

Approval of a Resolution dedicating and naming the new Fire Station #3 in honor of David Salisbury.

RESOLUTION NO. 2018-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; OFFICIALLY DEDICATING AND NAMING THE NEW FIRE STATION #3 IN HONOR OF "DAVID L. SALISBURY, JR"; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council, based on its own initiative, desired to identify City parks and facilities therein, to be named in accordance with the City Code, or otherwise dedicated; and

WHEREAS, Section 2-9 of the City Code establishes a uniform method and procedure with respect to naming City buildings, parks, and streets; and

WHEREAS, the authority to name City buildings, parks, and streets is vested solely in the City Council and the naming of City buildings, parks, and streets shall be determined in the sole and absolute discretion of the City Council; and

WHEREAS, the City Council carefully considered contributions to the City and local community by certain longstanding City residents, and, by applying delineated naming attributes and factors provided by the City Code, determined that certain City building facilities will be named or dedicated in honor of such residents, who shall be given preference due to their accomplishments and relevancy to the City and whose names thus lend dignity to buildings named in their honor; and

WHEREAS, Dave Salisbury, became the youngest Fire Chief of the City of Cocoa, at the age of 29 years old. He served the City of Cocoa for 29 years and 4 months as Fire Chief. Additionally, he served as the Acting Assistant City Manager during his time as Fire Chief. After his retirement, he was elected on November 15, 1989 for Council Seat #4. He served two (2) three year terms which ended in November, 1995; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa, in accordance with the procedures provided for by the City Code, to dedicate and name the new Fire Station #3 provided herein in honor of Mr. David L. Salisbury, Jr.

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

SECTION 1. Recitals. The foregoing recitals are deemed true and correct and hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Naming of City Building. The below City building shall be named in honor of the identified community member, based upon his service and accomplishment relating to the City:

(a) The new Fire Station #3, located on State Road 524, Cocoa, FL shall be named in honor of former Fire Chief & Councilman David L. Salisbury, Jr.

SECTION 3. Plaque. The City Manager is hereby authorized to order and erect a plaque relating to the naming provided herein.

SECTION 4. **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 6. **Effective Date.** This Resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City of Council of the City of Cocoa, Florida, in a Regular meeting assembled this 13th day of February, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	18-35	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	City Business
File created:	1/25/2018			**In control:**	City Council
On agenda:	2/13/2018			**Final action:**	
Title:	Approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $122,363, and to commit $30,591 towards the match requirement in the application to provide victim advocate services to crime victims. The total amount equals $152,954. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Grant Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 25, 2018
Agenda Date: February 13, 2018
Prepared By: Patrick Dovale Lieutenant
Through: Michael Cantaloupe Chief
Requested Action:
To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $122,363, and to commit $30,591 towards the match requirement in the application to provide victim advocate services to crime victims. The total amount equals $152,954.

BACKGROUND:

The Office of the Attorney General (OAG) has announced the availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of the VOCA grant funds is to support victims of crime by providing services that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and to provide victims of crime with a measure of safety and security.

The Cocoa Police Department is committed to reducing crime in Cocoa by strengthening our citizen's understanding of victimization. A victim advocate devotes attention to the various needs of the victim by acting as a liaison with officers, keeping the victim informed on their case, and arms them with knowledge to reduce the potential for further harm.

The funding for this project would be a necessity in providing further assistance to victims of crime in Cocoa. According to the Cocoa Police Department's Uniform Crime Report from 2016, there were 802 Violent Crime incidents, of those 356 were Domestic Violence related incidents. If the requested funding was granted, the agency would be able to continue to staff both victim advocates positions

and ensure that every crime victim in Cocoa would be assisted and supported through the criminal justice process.

The Victim Services Program, which began October 1, 2013, has been a great success, and as more citizens of Cocoa are aware of the victim services the Cocoa Police Department offers the more demand on the advocate. Both Victim Advocates provide crisis intervention counseling, follow-up contact for cases, personal advocacy, criminal justice support, information and referrals to local organization and agencies, emotional support, assistance with property return, assistance with filing crime victim's compensation, assistance in filing for injunctions and accompanying the individual to court hearing(s), locating transportation, and assisting in locating translators. The types of victims/survivors served so far are domestic violence, burglary/home invasion, assault/battery, child victims of physical abuse, homicide, robbery, fraud, and elder abuse. The Victim Advocates have created essential working relationships with other criminal justice agencies and local organizations. There has been a wonderful response from the citizens served through this program who would have otherwise fallen through the cracks. This program has proven to be a much-needed part of the City of Cocoa and the Police Department. Both the Victim Advocate Coordinator and the Victim Advocate positions are subject to continued grant funding availability annually, and this grant if approved would continue to provide funding for the current positions.

As part of the VOCA Grant, the City would receive $122,363.00 from the U.S. Department of Justice to implement this program. Then a 20% City match of the total program budget, ($30,591) is necessary and required to establish services for the City. This makes the total program budget $152,954. The positions will be budgeted in FY19 when the funding becomes available October 1, 2018. These positions will only be funded by this grant for one year, and staff will apply in future years for continual support. As part of the sixth-year application process, the City can utilize the Victim Advocate volunteers, a VOCA vehicle, supervisor as 10% match, in addition to training, lodging assistance and transportation assistance as an in-kind match.

The grant cycle will run from October 1, 2018 to September 30, 2019. The Police Department will budget the in-kind/cash match in Fiscal Year 2019 since the program is slated to be conducted in that fiscal year.

STRATEGIC PLAN CONNECTION:

The Victim Advocate Program compliments the efforts of the Cocoa Police Department in reducing crime and enhancing the quality of life in our community by providing immediate and long-term assistance to the victims and survivors of crime.

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

There is no further budgetary impact for Fiscal Year 2018. The grant would not be awarded until FY 2019. Both the Victim Advocate and the Victim Advocate Coordinator positions are being funded through the VOCA grant, and are subject to the continuation of grant funds being received by the City in support of these positions and the program.

- The Police Department will budget the appropriate funds for FY 2019 as part of the City's required total program 20% match.

- The Police Department will request through grant application and budget the appropriate estimated funds for FY 2019 to complete the project as follows:

Amount Requested	$68,408
Account Number	001-2101-521.12-00
Account Name	Salary/Wages
Amount Requested	$5,234
Account Number	001-2101-521.21-00
Account Name	FICA
Amount Requested	$5,419
Account Number	001-2101-521.22-00
Account Name	Retirement
Amount Requested	$32,832
Account Number	001-2101-521.23-00
Account Name	Life/Health Insurance
Amount Requested	$170
Account Number	001-2101-521.24-00
Account Name	Worker's Comp
Amount Requested	$4,800
Account Number	001-2101-521.27-00
Account Name	Non-Union Benefit

- The Police Department will match, through general funds, supervisor pay and benefits, a vehicle, training, lodging and transportation and volunteer hours, the appropriate estimated funds for FY 2019 to complete the project as follows:

Amount Matched	$5,142
Account Number	001-2100-521.12-00
Account Name	Regular Salaries
Amount Matched	$393
Account Number	001-2100-521.21-00
Account Name	FICA
Amount Matched	$1,268
Account Number	001-2100-521.22-01
Account Name	Retirement
Amount Matched	$1,429

Account Number	001-2100-521.23-00
Account Name	Life/Health Insurance
Amount Matched	$221
Account Number	001-2100-521.24-00
Account Name	Worker's Comp
Amount Matched	$509 (62 hours x $8.25 per hour)
Account Name	Volunteer Hours
Amount Matched	$21,629
Account Number	001-2100-521.64-00
Account Name	VOCA Vehicle
Amount Matched	$4,000
Account Number	001-2100-521.55-00)
Account Name	Training
Amount Matched	$1,000
Account Number	(Finance to Add)
Account Name	Lodging (Victims)
Amount Matched	$500
Account Number	(Finance to Add)
Account Name	Transportation Help

Source of Funds: ____State Revolving Loan
____ Other Loan Source:
__X__ Grant Source: US Department of Justice VOCA Grant
001-0000-331.20-15

PREVIOUS ACTION:

This is the sixth application cycle for this grant. In the previous year, we have applied for and were approved funding for a victim advocate coordinator and a victim advocate.

RECOMMENDED MOTION:
To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $122,363, and to commit $30,591 towards the match requirement in the application to provide victim advocate services to crime victims. The total amount equals $152,954.

COCOA
FLORIDA

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: Police	**DIVISION: Support Services**
POINT OF CONTACT: Michael Cantaloupe	**PROJECT MANAGER: Pat Dovale**
NAME OF GRANT: FY 2019 Victims of Crime Act (VOCA) Grant	
CFDA#/CFSA#: N/A	**DATE DEPT. RECEIVED RFP: 01/05/18**
AMOUNT REQUESTED: $ 122,363	**GRANT DUE DATE: 02/23/18**
PROJECT DESCRIPTION: The Victim Advocate positions provide services to victims of crime. The Victim Advocates responds to emotional and physical needs of crime victims, assists in stabilizing their lives after victimization, assists in understanding the criminal justice system, and provides victims of crime with a measure of safety and security.	
COUNCIL REQUIRED: X YES NO	**TARGET DATE TO COUNCIL: 2/13/18**
MATCH REQUIRED: X YES NO (IF YES, HOW MUCH?:) $ 30,591	**MATCH BUDGETED: X YES NO**
REIMBURSEMENT GRANT: X YES ☐ NO	**SCHEDULE FOR REIMBURSEMENT: MONTHLY**
Expense Account Number(s) to be used: 2100 & 2101	
WHAT ARE THE REPORTING REQUIREMENTS? 1. Monthly Progress Reporting 2. Monthly Financial Status Reporting 3. Quarterly Progress Reporting	
FUTURE REQUIREMENTS TO CONSIDER: Program requires 20% match from non-federal sources. One year performance period.	
IS THE DEPARTMENT PREPARED TO APPLY: X YES ☐ NO	
EXPLAIN:	

Please submit a copy of the grant / request for proposal with this form to the Grants Administrator after the Department Director has signed it.

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Department Director — Date: 1/26/18

Grants Administrator — Date: 1/30/18

Deputy Finance Director — Date: 1/31/18

Finance Director — Date: 1.30.18

City Manager — Date: 1/30/18

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

Anthony Hagan

From: Patrick Dovale
Sent: Thursday, January 25, 2018 11:19 AM
To: Anthony Hagan
Subject: RE: VOCA Budget Totals

Thank you!

From: Anthony Hagan
Sent: Thursday, January 25, 2018 11:18 AM
To: Patrick Dovale <pdovale@cocoapolice.com>
Subject: RE: VOCA Budget Totals

I added in the training for the two positions, plus money for hotel stays for Victims and transportation assistance for Victims. To get the match to even out, I added $509 for Volunteers, which are required to be used each year.

I also updated the Internal Application.

Here are the new totals:

VOCA Funded Positions (Victim Advocate and Victim Advocate Coordinator)

Salary - $68,408
FICA - $5,234
Retirement - $5,419
Health Ins - $30,604
Life Ins - $288
Dental - $1,340
Work C - $170
Vision - $286
Disability - $314

Training - $4,000 (Can cover Registration and Travel/Lodging for the employee)
Lodging (Victims)- $1,000 (Will get you this account number – They are trying to figure out which one to put it under)
Transportation Help - $500 (Will get you this account number – They are trying to figure out which one to put it under)

Total - $122,363.00

Match for VOCA positions (10% Supervisor Match and VOCA Vehicle)

Salary - $5,142
FICA - $393
Retirement - $1,268
Health Ins - $1,283
Life - $20
Dental - $90
Work C - $221

Vision - $14
Disability - $22

Total - $8,453.00
VOCA Vehicle - $21,629
Volunteers - $509 (62 hours X $8.25 per hour)
Total Match - $30,591

Anthony Hagan
Grants Administrator – City of Cocoa
65 Stone St., Cocoa, FL 32922
Direct: (321) 433-8684 ahagan@cocoafl.org

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Legislation Details (With Text)

File #:	18-41	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	2/5/2018			**In control:**	City Council
On agenda:	2/13/2018			**Final action:**	
Title:	Ordinance No. 01/2018/1st Reading: Relating to Disorderly Conduct: Amending the City Code to Add a New Section 14-2 Entitled "Disorderly Conduct". (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	___-2018 Ordinance Disorderly Conduct				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 5, 2018
Agenda Date: February 13, 2018
Prepared By: Anthony A. Garganese, City Attorney
Through: Michael Cantaloupe, Police Chief
Requested Action:
Approve on First Reading Ordinance related to Disorderly Conduct

BACKGROUND:

The City of Cocoa Police Department strives to enhance the quality of life in the community by reducing crime and protecting and promoting public safety and welfare. Acts of disorderly conduct can negatively impact the community, and pose an unreasonable risk to persons and other properties, when they are committed and are generally prohibited by law pursuant to Section 877.03, Florida Statutes. Section 877.03 states:

> Whoever commits such acts as are of a nature to corrupt the public morals, or outrage the sense of public decency, or affect the peace and quiet of persons who may witness them, or engages in brawling or fighting, or engages in such conduct as to constitute a breach of the peace or disorderly conduct, shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

In accordance with the City's Home Rule Authority under Section 2(b), Art. VIII of the State Constitution, the proposed Ordinance, if adopted, will define and enumerate seventeen specific acts which will constitute disorderly conduct within the jurisdictional limits of the City pursuant to the City Code. Persons deemed guilty and convicted of disorderly conduct shall be subject to fines and/or imprisonment as provided in Section 1.8 of the City Code. The enumerated acts are:

(1) Any person who shall act in a violent or tumultuous manner toward another so as to place him or any other person in reasonable fear of safety of his life, limb, or health;
(2) Any person who shall act in a violent or tumultuous manner toward another with the result that his property, or that of any other person is placed in danger of being destroyed or damaged;
(3) Any person who shall cause, provoke or engage in any fight, brawl or riotous conduct;
(4) Any person who shall assemble or congregate with another or others with the intent to engage in conduct which is prohibited by the ordinances of the City or by State or Federal law;
(5) Any person who shall frequent any public place with intent to obtain money from other persons by illegal or fraudulent schemes, tricks, artifices or devices;
(6) Any person who shall accost or attempt to force his company upon any other person;
(7) Any person who shall use "fighting words" directed towards any person who becomes thereby outraged;
(8) Any person who shall by acts or threats of violence interfere with another's pursuit of a lawful occupation;
(9) Any person who shall, after being ordered by a law enforcement officer to disperse, congregate with another or others in or on any public way so as to halt or materially impair the flow of vehicular or pedestrian traffic;
(10) Any person who, after being ordered to move by law enforcement officers, remains in or on any public street or sidewalk in such a manner as to block or impair movement of vehicles or pedestrians;
(11) Any person who distributes any object to, or receives any object from an occupant of any motor vehicle that is stopped on a public roadway in obedience to a traffic control signal light, stop sign, or any other traffic control device;
(12) Any person who behaves in a riotous or disorderly manner in any public meeting of the city council or any committee, agency, or board thereof, or to cause any unnecessary disturbance therein, by force, shouting or any other action calculated to disrupt such meeting, or to refuse to obey any ruling of the presiding officer of such meeting relative to the orderly process thereof;
(13) Any person who loiters, crowds or congregates on the public streets, sidewalks, boardwalks, and parks so as to unreasonably obstruct or interfere with the intended use thereof, or pedestrian or vehicular traffic, or so as to create an unsafe condition for the general public using such street, sidewalk, boardwalk or public park, or vehicular or pedestrian traffic, and who fails or refuses to disperse and move on when ordered to do so by a police officer;
(14) Any person who damages, defouls or disturbs public property or private property of another so as to create an unsafe, unhealthy or unsanitary condition;
(15) Any person who enters upon the property of another and for lewd or unlawful purpose deliberately looks into a dwelling on the property through any window or other opening in it;
(16) Any person who commits an unlawful trespass on private property or on public property; or
(17) Any person who hampers the lawful operations of any law enforcement officer, firefighter, emergency medical services person, or any other authorized emergency person, engaged in a person’s lawful duties at the scene of a fire, accident, disaster, riot, or emergency of any kind.

The Police Department believes this Ordinance, by defining several acts that would constitute disorderly conduct under the City Code, will provide a useful tool to assist the Police Department in protecting persons and property from certain acts that could pose an unreasonable risk to public safety and the community.

STRATEGIC PLAN CONNECTION:

Protect the public health, safety and welfare, reduce crime, and enhance the quality of life within the

community.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve on First Reading Ordinance related to Disorderly Conduct.

ORDINANCE NO. ___-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO DISORDERLY CONDUCT; AMENDING THE CITY CODE TO ADD A NEW SECTION 14-2 ENTITLED "DISORDERLY CONDUCT;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, disorderly conduct is generally prohibited by law pursuant to Section 877.03, Florida Statutes; and

WHEREAS, the City of Cocoa is constantly striving to improve public safety within the City including, but not limited to, at public places and upon our roadways; 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. **Adoption of Section 14-2.** The City of Cocoa Code of Ordinances is hereby amended to add the following section in its entirety as follows (underline type indicates additions):

Sec. 14-2. Disorderly Conduct.

(a) The commission of the following acts shall constitute disorderly conduct:

(1) Any person who shall act in a violent or tumultuous manner toward another so as to place him or any other person in reasonable fear of safety of his life, limb, or health;
(2) Any person who shall act in a violent or tumultuous manner toward another with the result that his property, or that of any other person is placed in danger of being destroyed or damaged;
(3) Any person who shall cause, provoke or engage in any fight, brawl or riotous conduct;
(4) Any person who shall assemble or congregate with another or others with the intent to engage in conduct which is prohibited by the ordinances of the City or by State or Federal law;
(5) Any person who shall frequent any public place with intent to obtain money from other

persons by illegal or fraudulent schemes, tricks, artifices or devices;
(6) Any person who shall accost or attempt to force his company upon any other person;
(7) Any person who shall use "fighting words" directed towards any person who becomes thereby outraged;
(8) Any person who shall by acts or threats of violence interfere with another's pursuit of a lawful occupation;
(9) Any person who shall, after being ordered by a law enforcement officer to disperse, congregate with another or others in or on any public way so as to halt or materially impair the flow of vehicular or pedestrian traffic;
(10) Any person who, after being ordered to move by law enforcement officers, remains in or on any public street or sidewalk in such a manner as to block or impair movement of vehicles or pedestrians;
(11) Any person who distributes any object to, or receives any object from an occupant of any motor vehicle that is stopped on a public roadway in obedience to a traffic control signal light, stop sign, or any other traffic control device;
(l2) Any person who behaves in a riotous or disorderly manner in any public meeting of the city council or any committee, agency, or board thereof, or to cause any unnecessary disturbance therein, by force, shouting or any other action calculated to disrupt such meeting, or to refuse to obey any ruling of the presiding officer of such meeting relative to the orderly process thereof;
(13) Any person who loiters, crowds or congregates on the public streets, sidewalks, boardwalks, and parks so as to unreasonably obstruct or interfere with the intended use thereof, or pedestrian or vehicular traffic, or so as to create an unsafe condition for the general public using such street, sidewalk, boardwalk or public park, or vehicular or pedestrian traffic, and who fails or refuses to disperse and move on when ordered to do so by a police officer;
(14) Any person who damages, defouls or disturbs public property or private property of another so as to create an unsafe, unhealthy or unsanitary condition;
(15) Any person who enters upon the property of another and for lewd or unlawful purpose deliberately looks into a dwelling on the property through any window or other opening in it;
(16) Any person who commits an unlawful trespass on private property or on public property; or
(17) Any person who hampers the lawful operations of any law enforcement officer, firefighter, emergency medical services person, or any other authorized emergency person, engaged in a person's lawful duties at the scene of a fire, accident, disaster, riot, or emergency of any kind.

(b) Any person deemed guilty of disorderly conduct as above defined, and, being convicted thereof, shall be fined or imprisoned as provided in Section 1.8 of this Code.

(c) This section is not intended to be an exclusive list of acts constituting disorderly conduct under other applicable law including, but not limited to, section 877.03, Florida Statutes. Further, no provision contained in this section shall be construed or interpreted to limit the application of any other applicable provision of law prohibiting the same or similar acts specified in this section.

Section 4. 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 5. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 6. **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 7. **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 _____, 2018.

_____
HENRY U. PARRISH, III
Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk