City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, January 23, 2024

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

24-046 Approval of the January 23, 2024 Regular City Council Meeting Agenda as written or with amendments.

Attachments: 01-23-2024 Short Agenda.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 24-044 Presentation of the City's 65 Year City Manager Form of Government Certification.

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 23-649

To Approve the Guaranteed Maximum Price (GMP) Proposal #2 from Wharton-Smith, Inc. (WSI) for the Construction Phase Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project (WS22IR) at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Execute Amendment #1 to Task Order 2024-04 and to Execute GMP Amendment #5 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services; To Authorize the City Manager to Execute Change Orders Resulting from use of Continency; To Approve as a Multi-Year Contract from FY2024 through FY2025; To Approve a Contingency Resolution; To Approve a BAF # 24-043-A and related Budget Resolution #2024-xxx Amending the FY2024 Budget.

Attachments:
- TO 2024-04 - Amendment #5 - GMP#2 Proposal
- TO-WHARTON 2024-04.1 $10,133,063.00 - UT-ENGIN.pdf
- Wharton Master Services Agreement.pdf
- Wharton Bid Fees
- WSI Amendment 3.pdf
- BAF 24-043-A-PW-IRP, IPS, and TPS Replacement (1-23-24) Agenda 23-649.p
- Budget Resolution
- Contingency Resolution.doc
- COI Wharton Exp 4-1-24.pdf

V.2 24-016

To Authorize the City Manager to Execute the Agreement and Forms, Including Contract Modifications, for the Department of Environmental Protection's Indian River Lagoon Water Quality Improvement Grant Program for a Portion of the Sellers Water Reclamation Facility Advanced Treatment Improvement Project (Internal Recycle Pump Replacement and the Supplemental Carbon) at the Jerry Sellers Water Reclamation Facility.

Attachments:
- Notification of Grant Funding Initial Contact
- WQI Grant - Sellers Plant Internal App.pdf

V.3 24-024 To Approve Change Order #2 to FY2023 P.O. 80892 with Integrated Fire & Security Solutions, Inc. (IFSS) for Additional Equipment Determined to be Required for the Completion of the Fire Alarm System Replacement at the Cocoa Village Playhouse; To Approve a Resolution for the Contingency of $10,000; To Approve a Resolution Amending the FY2024 Budget to Reallocate Funds for Additional Equipment Determined to be Required for the Completion of the Fire Alarm System Replacement at the Cocoa Village Playhouse. BAF #24-042-T

Attachments:
- Cocoa Playhouse (B-23-16-COC) CO #2.pdf
- IFSS COI exp. 5.16.24.pdf
- IFSS WC COI exp. 2.1.24.pdf
- Budget Resolution FY 2024- ADA Compliant.docx
- BAF 24-042-T-PW- C. Village Playhouse Fire Panel Contingency (1-23-24) Age
- Contingency Resolution IFSS Fire Panel.doc
- Cocoa Playhouse (B-23-16-COC) CO #1.pdf

V.4 24-035 Approval of a revised Investment Policy via Resolution No. 2024-XXX

Attachments:
- NVESTMENT POLICY Redlined Rev January 23, 2024.docx
- NVESTMENT POLICY Rev January 23, 2024.docx
- Res. 2024-xxxx Investment Policy revision 01-23-2024.docx

MULTI-YEAR CONTRACTS:

V.5(b) 23-782 To Approve Task Order 2024-41 with Jacobs Engineering Group Inc. (Jacobs) to Update the Water System Capital Plan, Project WS24CP; To Approve as a Multi-year Contract from FY2024 through FY2025

Attachments:
- 02_05_2020 Agreement for Continuing Engineering Services for Water System.
- 12_13_2022_ 1st Amendment to Continuing Services Agmt.pdf
- COI Jacobs EXP 07.01.24.pdf
- TO-JACOBS 2024-41 $904,197.00 - UT-ENGIN.pdf
- TRACK SHEET.pdf
- Final_Water_Capital_Plan_Update_Proposal FY2024_Revision 1.pdf

V.6(b) 23-783 To Approve Task Order 2024-40 with Jacobs Engineering Group Inc. (Jacobs) for the Cocoa Lead and Copper Rule Revisions Compliance Phase 3B Support Services, To Approve as a Multi-Year Contract from FY2024 through FY2025

Attachments:
- 02_05_2020 Agreement for Continuing Engineering Services for Water System.
- 12_13_2022_ 1st Amendment to Continuing Services Agmt.pdf
- TRACKSHEET.pdf
- COI Jacobs EXP 07.01.24.pdf
- Task Order 2024-40 Cocoa Program Lead_Copper Phase 3B Support.pdf
- TO-JACOBS 2024-40 $299,199.00 - UT-ENGIN.pdf

V.7(b) 24-005 To approve Task Order #2024-39 with Jacobs Engineering Group, Inc. (Jacobs) for the Design, Permitting, and Bidding Services for the Banana River Tank Improvements Project (WS18BR), To Approve as a Multi-Year Contract from FY2024 through FY2025.

Attachments:
- Jacobs_Agreement.pdf
- 1ST AMENDMENT.pdf
- COI - Expires 07.01.2024.pdf
- PROPOSAL.pdf
- TO JACOBS 2024-39 $279,917.00 - UT-ENGIN.pdf
- TRACKSHEET.pdf
- Cocoa CIP (FY24-28) Project Cost Estimates - Banana River Project.pdf

V.8(b) 24-006

To Approve Participation in a Cooperative Purchase Agreement Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 to Purchase One (1) 10-Ton HVAC Air Handling Unit, One (1) 5-Ton HVAC Air Handling Unit, and Three (3) 5-Ton HVAC Condensing Units from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2024 Budget, BAF# 24-038-T, to Reallocate Funds to Purchase Replacement HVAC Equipment from Trane®. To Approve a Contingency Resolution for any unforeseen costs related to this project.

Attachments:

Dyal Water Plant Pump Room RTU Replacements 2023-1.pdf

Dyal Water Plant RTU Replacements OMNIA Partners Estimate 2023.pdf

Dyal Water Main Building 2nd Floor 5T SS Replacements 2023.pdf

Dyal Water Main Building 2nd Floor 10T SS Replacements 2023.pdf

Dyal Water Treatment Plant 12_28_2023 Scheduled Service Agreement 2023.p

TTC LLC-Trane U.S. Inc. Assistant Secretary Certificate (Shareholding Pattern)

Trane Technologies MOU_1540105.pdf

2023-12-21 E-Verify Contractor Affidavit (Trane).pdf

April Affidavit.pdf

COI EXP 04.14.24.pdf

PO# 81972 Trane US Inc. (Maitland).PDF

3341_TRANE_Master_Agreement.pdf

3341-Trane Authorization Memo.pdf

Budget Resolution FY 2024- ADA Compliant.docx

BAF 24-038-T- Dyal Plant HVAC (MCC, Office, & Pump) - (01-23-24) Agenda 2

Contingency Resolution TRANE HVAC.doc

VI. PUBLIC HEARINGS:

VI.1 24-039 Adopt on second and final reading and hold public hearing on Ordinance 01-2024, creating a community development district pursuant to Chapter 190, Florida Statutes, known as the Windward Preserve Community Development District, pursuant to Petition filed by The Taylor Morrison of Florida, Inc.

Attachments:
- Ordinance 01-2024 Establishing CDD - Windward Preserve
- UPDATED Petition to Establish (FILED Jan 18 2024) - Windward Preserve
- FT-38163718
- FLORIDATODAY_20231226
- FLORIDATODAY_20240102
- FLORIDATODAY_20240109
- FLORIDATODAY_20240116
- Affidavit of Publication of Notice of Establishment Hearing - Windward Preserve
- Business Impact Estimate Cocoa - Windward CDD

VII. COUNCIL BUSINESS:

VII.1 24-045 Consider the reappointments of Jackie Isom, Tracy Moore and Marilyn Ross Smith to the Diamond Square CRA through January 30, 2028.

Attachments:
- J. Isom Intent to Reapply.pdf
- T. Moore Intent to Reapply.pdf
- M. Ross Smith Intent to Reapply.pdf
- Diamond Square Redevelopment Roster.pdf
- Recorded _ Diamond Square Interlocal Agreement CRA with Brevard County.pd

VII.2 24-047 Consider the appointment of Robert Butler and James Green to fill the vacancies of two Regular member seats on the Board of Adjustment, through May 2027.

Attachments:
- BOA Roster.pdf
- Butler Application.pdf
- Green Application.pdf

VII.3 24-036 To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion

VIII. CITY BUSINESS:

IX. INFORMATIONAL AGENDA:

IX.1 24-011 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

Attachments: Change Order Authorizations Vizualization.pdf
Change Orders-CM Authorized December 2023.pdf

IX.2 24-012 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

Attachments: Budget Classification Report December 2023.pdf

IX.3 24-013 FY 2024 December Budget Adjustment Report

Attachments: FY 2024 REVENUE Budget Tracking Worksheet-20240103.pdf
FY 2024 EXPENSE Budget Tracking Worksheet-20240103.pdf

IX.4 24-023 Report to Council of the Local Preference Award Listing for FY23.

Attachments: Local Preference FY 23.pdf

IX.5 24-034

Attachments: FY23 Surplus Revenue.pdf

IX.6 24-041 Bi-Weekly Report Covering January 5 - 18, 2024.

Attachments: Council bi-weekly report.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

Legislation Details (With Text)

File #:	24-046	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	1/18/2024			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	Approval of the January 23, 2024 Regular City Council Meeting Agenda as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-23-2024 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 18, 2024
Agenda Date: January 23, 2024
Prepared By: Monica Arsenault, Interim City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the January 23, 2024 Regular City Council Meeting Agenda as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the January 23, 2024 Regular City Council Meeting Agenda as written or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: January 23, 2024
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of January 23, 2024. (24-46).

III. Awards and Presentations:

1. Presentation of the City's 65 Year City Manager Form of Government Certification. (24-44). (John Coffey, FCCMA Communications Committee Member)

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:

(A) General Consent Items:

1. To Approve the Guaranteed Maximum Price (GMP) Proposal #2 from Wharton-Smith, Inc. (WSI) for the Construction Phase Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project (WS22IR) at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Execute Amendment #1 to Task Order 2024-04 and to Execute GMP Amendment #5 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services; To Authorize the City Manager to Execute Change Orders Resulting from use of Continency; To Approve as a Multi-Year Contract from FY2024 through FY2025; To Approve a Contingency Resolution; To Approve a BAF # 24-043-A and related Budget Resolution #2024-xxx Amending the FY2024 Budget. (23-649). (Utilities Director)

2. To Authorize the City Manager to Execute the Agreement and Forms, Including Contract Modifications, for the Department of Environmental Protection's Indian River Lagoon Water Quality Improvement Grant Program for a Portion of the Sellers Water Reclamation Facility Advanced Treatment Improvement Project (Internal Recycle Pump Replacement and the Supplemental Carbon) at the Jerry Sellers Water Reclamation Facility. (24-16). (Utilities Director)

3. To Approve Change Order #2 to FY2023 P.O. 80892 with Integrated Fire & Security Solutions, Inc. (IFSS) for Additional Equipment Determined to be Required for the Completion of the Fire Alarm System Replacement at the Cocoa Village Playhouse; To Approve a Resolution for the Contingency of $10,000; To Approve a Resolution Amending the FY2024 Budget to Reallocate Funds for Additional Equipment Determined to be Required for the Completion of the Fire Alarm System Replacement at the Cocoa Village Playhouse. BAF #24-042-T. (24-24). (Public Works Director)

4. Approval of a revised Investment Policy via Resolution No. 2024-XXX. (24-35). (Finance Director)

(B) Multi-Year Contracts:

5. To Approve Task Order 2024-41 with Jacobs Engineering Group Inc. (Jacobs) to Update the Water System Capital Plan, Project WS24CP; To Approve as a Multi-year Contract from FY2024 through FY2025. (23-782). (Utilities Director)

6. To Approve Task Order 2024-40 with Jacobs Engineering Group Inc. (Jacobs) for the Cocoa Lead and Copper Rule Revisions Compliance Phase 3B Support Services, To Approve as a Multi-Year Contract from FY2024 through FY2025. (23-783). (Utilities Director)

7. To approve Task Order #2024-39 with Jacobs Engineering Group, Inc. (Jacobs) for the Design, Permitting, and Bidding Services for the Banana River Tank Improvements Project (WS18BR), To Approve as a Multi-Year Contract from FY2024 through FY2025. (24-005). (Utilities Director)

8. To Approve Participation in a Cooperative Purchase Agreement Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 to Purchase One (1) 10-Ton HVAC Air Handling Unit, One (1) 5-Ton HVAC Air Handling Unit, and Three (3) 5-Ton HVAC Condensing Units from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2024 Budget, BAF# 24-038-T, to Reallocate Funds to Purchase Replacement HVAC Equipment from Trane®. To Approve a Contingency Resolution for any unforeseen costs related to this project. (24-006). (Utilities Director)

VI. Public Hearings:

1. Adopt on second and final reading and hold public hearing on Ordinance 01-2024, creating a community development district pursuant to Chapter 190, Florida Statutes, known as the Windward Preserve Community Development District, pursuant to Petition filed by The Taylor Morrison of Florida, Inc. (24-39). (City Attorney)

VII. Council Business:

1. Consider the reappointments of Jackie Isom, Tracy Moore and Marilyn Ross Smith to the Diamond Square CRA through January 30, 2028. (24-45). (Administrative Services Director)

2. Consider the appointment of Robert Butler and James Green to fill the vacancies of two Regular member seats on the Board of Adjustment, through May 2027. (24-47). (Administrative Services Director)

This Agenda may be Amended up until or at the Meeting

3. To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion. (24-36). (Utilities Director/City Manager)

VIII. City Business:

IX. Informational Agenda:

1. 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. (24-011). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (24-12). (Finance Director)

3. FY 2024 December Budget Adjustment Report. (24-13). (Finance Director)

4. Report to Council of the Local Preference Award Listing for FY23. (24-23). (Finance Director)

5. FY23 Surplus Revenue from Auction Sales. (24-34). (Finance Director)

6. Bi-Weekly Report Covering January 5 - 18, 2024. (24-41). (City Manager)

X. Reports:

XI. Adjournment:

XII. Notice To The Public:

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

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

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File #:	24-044	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	1/18/2024			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	Presentation of the City's 65 Year City Manager Form of Government Certification. (John Coffey, FCCMA Communications Committee Member)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 18, 2024
Agenda Date: January 23, 2024
Prepared By: Monica Arsenault, Interim City Clerk
Through: John Coffey, FCCMA Communications Committee Member
Requested Action:
Presentation of the City's 65 Year City Manager Form of Government Certification.

BACKGROUND:

John Coffey is a member of the FCCMA Communications Committee and has volunteered to present the City’s 65-year City Manager Form of Government Certification.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

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Legislation Details (With Text)

File #:	23-649	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/10/2023			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	

Title: To Approve the Guaranteed Maximum Price (GMP) Proposal #2 from Wharton-Smith, Inc. (WSI) for the Construction Phase Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project (WS22IR) at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Execute Amendment #1 to Task Order 2024-04 and to Execute GMP Amendment #5 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services; To Authorize the City Manager to Execute Change Orders Resulting from use of Continency; To Approve as a Multi-Year Contract from FY2024 through FY2025; To Approve a Contingency Resolution; To Approve a BAF # 24-043-A and related Budget Resolution #2024-xxx Amending the FY2024 Budget. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
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Wharton Master Services Agreement.pdf
Wharton Bid Fees
WSI Amendment 3.pdf
BAF 24-043-A-PW-IRP, IPS, and TPS Replacement (1-23-24) Agenda 23-649.pdf
Budget Resolution
Contingency Resolution.pdf
COI Wharton Exp 4-1-24.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 2, 2024
Agenda Date: January 23, 2024
Prepared By: John Perrin, P.E., Senior Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Guaranteed Maximum Price (GMP) Proposal #2 from Wharton-Smith, Inc. (WSI) for the Construction Phase Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project (WS22IR) at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Execute Amendment #1 to Task Order 2024-04 and to Execute GMP Amendment #5 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services; To Authorize the City Manager to Execute Change Orders Resulting from use of Continency; To Approve as a Multi-Year Contract from FY2024 through FY2025; To Approve a Contingency Resolution; To Approve a BAF # 24-043-A and related Budget

Resolution #2024-xxx Amending the FY2024 Budget.

BACKGROUND:

The Advanced Waste Treatment (AWT) requirements per Florida Statute 403.806 mandate stricter limitations on wastewater effluent by July 1, 2025. The result of the statute effectively requires upgrades to the Internal Recycle Pump (IRP) system at the Jerry Sellers Water Reclamation Facility (Sellers WRF) to be in place and fully operational several months prior to the AWT deadline, allowing time for testing and tuning of the system during wet and dry seasons prior to the AWT deadline, in order to meet compliance requirements. The work generally consists of the replacement of pumps, motors, piping, pad mounts, and related appurtenances.

In addition to the AWT requirements, the City has been ordered to perform rehabilitation and replacement of components within the Influent Pump Station (IPS), Transfer Pump Station (TPS), and headworks areas of the Sellers WRF pursuant to the requirements of a Consent Order with the Florida Department of Environmental Protection (FDEP). The work generally consists of the replacement of pumps, piping, gates, and related appurtenances, as well as the refurbishment of the concrete basins of the IPS and headworks areas.

Due to time and space constraints, the IRP Replacement Project is being consolidated with, and performed in conjunction with, the IPS and TPS Rehabilitation Project.

The City of Cocoa has chosen to utilize the Construction Manager at Risk (CMAR) project delivery method for the IRP, IPS, and TPS Replacement and Rehabilitation Projects. As part of this delivery method, Wharton-Smith, Inc. (WSI) was previously selected and provided preconstruction services during the design of the project. These services supported the City's Design Engineer during the design to help minimize potential change orders during the construction phase of the project. The preconstruction services phase of the project is complete and WSI has presented to the City the Guaranteed Maximum Price (GMP) Proposal #2 for the remaining construction services phase of the project, generally consisting of the installation of the long lead items procured under GMP Proposal #1, which was approved by City Council on September 26, 2023.

The GMP Proposal #2 includes a statement of the cost of the construction work generally organized by trade categories and includes allowances and fees for the CMAR previously approved by City Council on April 25, 2023. The total cost of this proposal is $10,133,063, of which 6% is a CMAR contingency and 6% is an Owner Contingency totaling $1,215,968. The contingencies will be encumbered into the total cost of the proposal as permissible per the terms of the CMAR continuing services agreement under RFQ-19-04-COC. The total cost for Amendment #1 to Task Order 2024-04 is $10,133,063, bringing the total cost of the task order to $11,581,208.

$This project is partially funded in FY24. A Budget Adjustment Form (BAF) is necessary to allocate additional funding to Project Number WS22IR Account Number 424-4055-536.63-00 (Infrastructure) from the following project:

- Project Number WS23SC Account Number 424-4055-536.63-00 (Infrastructure)

Staff reviewed and recommends approval of this agenda item including the GMP Proposal #2 with WSI for the construction phase services for the IRP, IPS, and TPS Replacement and Rehabilitation Project at Sellers WRF.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Partial
If not budgeted, is amendment/transfer attached? Yes

Budgeted Amount $6,450,620.36

Amount Requested $3,682,443
Account Number 424-4055-536.63-00 WS22IR
Account Name Infrastructure

Source of Funds: 424-0000-389.99-50 $3,382,443
424-4055-536.63-00 300,000 WS23SC

If a P.O. Change Order is involved please complete the following:

Change Order Amount $ 10,133,063

Original Purchase Order 81414
Original P.O. Amount $1,448,145
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date 1 (including this requested change order)
Total amount in change orders to date $10,133,063 (including this requested change order)
Total amount of Purchase Order #81414 including all change orders to date $11,581,208

PREVIOUS ACTION:

On October 24, 2018, City Council approved the Final Ranking of the Firms for RFQ-19-04-COC, Construction Manager at Risk (CMAR) Services for Water and Wastewater Plant Project and authorized the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Three Top-Ranked Firms; Wharton-Smith, Inc., Garney Companies, Inc., and Petticoat-Schmitt Civil Contractors, Inc.

On August 23, 2022, City Council approved a Resolution waiving the competitive bidding process for the construction of the IPS Rehabilitation Project, and approved Amendments adding the IPS Rehabilitation Project to the scope of possible wastewater projects to the Master Services Agreements for CMAR services.

On April 25, 2023, City Council approved the Scope of Services as a multi-year contract with WSI for CMAR Services for the IRP, IPS, and TPS Replacement and Rehabilitation Project at the Sellers WRF.

On September 26, 2023, City Council approved the GMP Proposal #1 and Amendment #4 to the Master Service Agreement under RFQ-19-04-COC with WSI for limited construction phase services for the IRP, IPS, and TPS Replacement and Rehabilitation Project at the Sellers WRF.

RECOMMENDED MOTION:

To Approve the Guaranteed Maximum Price (GMP) Proposal #2 from Wharton-Smith, Inc. (WSI) for the Construction Phase Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project (WS22IR) at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Execute Amendment #1 to Task Order 2024-04 and to Execute GMP Amendment #5 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services; To Authorize the City Manager to Execute Change Orders Resulting from use of Continency; To Approve as a Multi-Year Contract from FY2024 through FY2025; To Approve a Contingency Resolution; To Approve a BAF # 24-043-A and related Budget Resolution #2024-xxx Amending the FY2024 Budget.

Wharton-Smith, Inc.
CONSTRUCTION GROUP

January 2, 2024

Mr. John Perrin, PE
Senior Engineer
Utilities Department
City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Re: Jerry Sellers Water Reclamation Facility (WRF) Pump Station Rehabilitation Project
Guaranteed Maximum Price (GMP) 2 Revision 2

Dear Mr. Perrin,

Wharton-Smith is pleased to submit the second GMP for the construction of the subject project. This GMP consists of the following documents (attachments):

1. GMP Amendment
2. Clarifications
3. List of Drawings, Specifications and Addenda
4. Statement of the Guaranteed Maximum Price
5. Construction Schedule
6. Bid Evaluation Results

We have assumed an approval date for the subject GMP by January 23, 2024, for this schedule. This GMP plus GMP 1 approved by the City in October 2023 under the purchase order 081414 will include the total anticipated construction costs for the subject project.

A tabulated risk register is included within attachment 4. The clarifications include the tabulated recommendation list of the subcontractors. The individual bids and tabulated results for each bid package is included in attachment 6 along with the bid question responses.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Dwayne Kreidler, PE, Assoc. DBIA
Preconstruction Services Manager
Wharton-Smith, Inc.

ATTACHMENT 1– GMP Amendment

CITY OF COCOA

GMP AMENDMENT | AMENDMENT #: **5**

DATE: 1/2/2024

Per the terms and conditions from the Master Service Agreement (Agreement) for Construction Manager at Risk Services, effective date 1/10/2019, between the City of Cocoa (City) and Wharton-Smith, Inc. (Contractor) and the Contract Documents as defined in the Agreement. The Contractor shall procure and shall maintain all insurance and bond requirements during the life of this Project per the Contract Documents.

for:

Construction Phase Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project

the following described changes are agreed to and are hereby accepted and incorporated:

SCOPE OF SERVICES:

Construction and construction management services to furnish and provide the remaining activities to construct the subject project. This scope of work is supplemental to the first GMP, which was approved by the City in October 2023 (PO 081414) in an effort to expedite the major equipment items for this project. This GMP scope includes the mechanical, site, demolition, coating, electrical, and instrumentation/control work to complete the improvements and upgrades for the subject project.

ASSUMPTIONS, CLARIFICATIONS, AND TECHNICAL EXCLUSIONS:

Additional clarifications and assumptions are included within the GMP 2 document accompanying this amendment.
Allowance/Contingency Release:
The Contractor will provide documentation for justification of allowance or contingency release. This budget can be used interchangeably as needed as part of allowance or contingency release requests by the Contractor. The Contractor shall provide adequate cost and information backup to document full expenditure. City will provide written authorization to use this budget.
Liquidated Damages Clause:
Liquidated Damages are revised to $1,000 per calender day based on the value indicated in the Consent Order between FDEP and City of Cocoa. This matches the revision to the liquidated damanges presented as part of GMP 1 for this project.

GMP Total Not To Exceed: $ **10,133,063.00**

Guaranteed Maximum Price Not to Exceed: Ten-million, one-hundred-thirty-three-thousand, sixty-three dollars and 00/100
(WORDS)

Detailed breakdown of the GMP is described in the GMP Proposal attached hereto

ESTIMATED DATE OF COMPLETION:
The Contractor shall commence performance of the Construction Phase Work upon the City's acceptance of the Contractor's GMP Proposal and the execution of this GMP Amendment. Within twenty (20) days after the effective date of the final GMP Amendment, but before the Contractor starts the Construction Phase, a mandatory pre-construction conference will be held at the Project Site.

This contract work shall be substantially completed within ____399___calendar days and fully complete in its entirety

within ___448_____ calendar days from the receipt of this fully executed GMP Amendment.

LIQUIDATED DAMAGES: The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of one thousand dollars ($1,000.00) per calendar day.

ACCEPTANCE

This GMP Amendment #5 shall become a part of the Agreement upon execution by both parties.

City of Cocoa		**Wharton-Smith, Inc.**	
By:		By:	
Name:		Name:	Patrick J. Hewitt
Title:		Title:	Chief Operating Officer - Water
Date:		Date:	

ATTACHMENT 2– Clarifications

Clarifications

1. GMP 1 includes the major equipment for the subject project and was approved by the City in October 2023 under purchase order 081414.
2. This GMP (GMP 2) includes the remainder of the costs to complete the construction for this project.
3. Bonds and insurance are included within the GMP costs.
4. The CMAR has coordinated with the City on access to site power and water during construction. A location for accessing these utilities on site has been identified. The City will allow the CMAR access to the site throughout the construction activities. No special site training access or security privilege activities are anticipated for this project. CMAR will coordinate with the City on access procedures and maintaining site limited access during construction activities. Contingency may be required to resolve unforeseen field conditions.
5. It is assumed that the City will provide areas at the site for laydown, staff/labor parking, deliveries, and trailer placement.
6. Recommended bidder clarifications and exceptions are included in the Bid Evaluation Results. The following are the recommended bidders for each package:
   a. Bid Package (BP) 1 – Master Plant Contractor – Wharton Smith, Inc.
   b. BP 2 – Demolition Subcontractor – PECE of Mind Environmental, Inc.
   c. BP 3 – Concrete and Masonry – Wharton Smith, Inc.
   d. BP 4 – Coatings – Universal Painting Corp.
   e. BP 5 – Electrical – Sinns and Thomas Electrical Contractors, Inc.
   f. BP 6 – Instrumentation & Controls – Commerce Controls, Inc.
7. The low bid demolition subcontractor (PECE of Mind Environmental) was requested to confirm that their scope of work and budget were all inclusive for this project. They re-reviewed their bid budget and project scope of work. Based on this request, PECE of Mind Environmental revised their bid form on 12/8/2023 as the best and final offer. This amount is still under the second low bidder's price and identified as a complete bid. The total revised bid price including indemnification is $156,007.00.
8. The low bid painting and coating subcontractor (Universal) was contacted to confirm the unit price items within their bid. Universal confirmed their unit price amount as follows:

2.	0 to 0.5" Concrete Repair	100	Sq Ft	$ 60.57	$ 6,140.00
3.	0.5 to 1" Concrete Repair	100	Sq Ft	$ 76.54	$ 9,977.00
4.	1 to 2" Concrete Repair	500	Sq Ft	$ 78.82	$ 63,670.00
5.	Greater than 2" Concrete Repair w/o corroded reinforcement	3,000	Sq Ft	$ 76.24	$ 443,490.00

6.	Greater than 2" Concrete Repair w/ corroded reinforcement	200	Sq Ft	$	208.75	$ 32,166.00

Their total original bid price remained as originally submitted.

9. A risk register has been included to document scopes of work not clearly defined or potential unforeseen activities. The risk register includes a list of allowance items documenting some additional items requested by the City. The risk register is listed in attachment 4 for review.
   a. The risk register individually identifies the allowances for this project for a total of $1,500,000.00. The list of allowances is as follows:
      1) Bid Allowance - Building Department Fees
      2) Bid Allowance - Independent Testing
      3) Bid Allowance - Utility Fees
      4) Owner Requested - Supplemental Carbon Facility
      5) Owner Requested - Reclaimed Water System Hydropnuematic Tank Rehabilitation
      6) Owner Requested Additional Survey Activities
      7) Owner Requested - PTS Drain Repairs
      8) Owner Requested - Reaeration Effluent PV Investigation Efforts
      9) Owner Requested - Additional Grit Structure and Decking repairs
      10) Owner Requested - Influent FM sample tap effort
      11) Owner Requested - Support systems for grit and screen placement for City maintenance efforts
      12) IPS Bracing System
      13) Grit Removal Allowance

   b. The total contingency for the project is $1,297,968 of this $81,916 is included in GMP 1. The remainder of $1,215,968 is split equally into an Owner's and CMAR's contingency amounts within GMP 2. The contingency budget for GMP 2 is approximately 12% of the total project amount.

   c. In the workbook summary for GMP 2, all contingency and allowance items are shown below the CMAR construction total line. This is the similar format to what was provided on GMP 1. The allowance is shown with the CMAR fee, bonds, and insurance amounts for a total of $1,656,750.

10. It is assumed that the City can bypass the influent flows for the preliminary treatment and influent pump station by use of existing valves. For the influent pump station, it is assumed

that a temporary bypass pumping system will be required for drain flows. The quantities and durations are noted within the bid documents. The risk register includes contingency amounts for unforeseen activities associated with this work.

11. The construction activities will follow the sequencing restrictions within the bid documents. It is assumed that the City can use existing valving and gates at the individual biological tanks to isolate and redirect the process flows to allow construction access, draining, cleaning, and perform the required modifications. The risk register includes contingency amounts for potential unforeseen bypass activities associated with this work.
12. It is assumed that the City can remove Trains 1 and 2 prior to mobilization (or have them remain offline). This allows for immediate installation of the new IR discharge piping and the ability to use the existing EQ pumps for internal recycle flows during the interim activities, without the need of significant temporary piping or valves. This temporary IR activity is needed as part of the sequencing restrictions presented within the bid documents.
13. It is noted that the drain system adjacent to the influent pump station has exceeded its useful life and will be removed and replaced as shown in the bidding documents. It is assumed that the drain system within the limits of the proposed excavation activities will be viable and can be reconnected and reused. The risk register includes contingency amounts for unforeseen activities associated with drain piping conditions outside the construction activity limits.
14. The condition of the remaining drain piping throughout the site is unknown. Negative impacts to the existing drain system due to ancillary construction activities is not anticipated and unforeseen to this GMP. As noted above, the City has included an allowance for additional drain system repairs. Contingency is also included for unforeseen drain repairs that could result due to the construction activities.
15. Our understanding is that historical information was used to develop the bid documents. Therefore, existing conditions may not be accurately reflected in the bid documents. The following items may be impacted once actual field conditions are identified:
    a. The RAS piping routing is bid as shown in the documents and the question responses. The concern from further site review is constructability of the proposed route, which will require confirmation and further field investigation. Re-adjustment and routing of the RAS pipeline may be necessary once actual field conditions are determined. Contingency items are included for this potential activity.
    b. The 2nd anoxic tank 2 drain repair is bid as indicated from the bid documents and question responses. The concern is that the actual field conditions of the existing tank may not allow this repair to proceed as shown. Modifications to this drain may be required once the existing tank is drained and out of service. Contingency items are included for this potential activity.
    c. IR drain demolition and modifications are bid as shown in the documents. Due to concern with the overall facility drain piping condition, the use of the laterals for the IR

drains shown in the record drawings may assist in mitigating project risk. This item was noted during the design review and should be considered if actual field conditions present it to be favorable. The use of the laterals will mitigate further excavation and connections into existing large diameter drain piping of unknown condition.

d. The IR discharge flow meter bypass piping may require modifications to accommodate the existing EQ pump station panel. An alternate arrangement was defined in the bid question response carried within this GMP.

e. The drain piping repair from the dewatering building is bid as noted in the bid documents and bid question responses. Further repair activities beyond the identified scope will need to be funded through contingency or the drain repair allowance.

f. The existing geotechnical information is based on the original expansion investigation performed back in 1987. No new information has been presented. GMP 2 is based on this information. Unforeseen activities will need to be funded through contingency.

16. A design engineer has been secured for design of the influent pump station wall bracing within this GMP. The bracing system is carried as an allowance once the structure is taken offline, and the condition is determined. Contingency is included for the concrete repair and coatings due to the unknown condition of this structure. This contingency amount could expand into the bracing effort if significant structural concerns are identified.

17. This GMP includes removal of the mechanical bar screen, compactor and grit paddle systems from the preliminary treatment structure. It is assumed that they will be placed on-site adjacent to the structure during the channel repair and coating efforts Once removed the City will perform maintenance on the equipment with their own staff. Re-installation of this equipment is also included in this effort once the coating of the preliminary treatment structure is completed. No additional warranties, performance guarantees, or startup services are included with re-installing this existing equipment. It is assumed that the City will startup the equipment once it is re-installed. Due to visual concerns on the grit paddle system, additional allowance is included to purchase a new unit, if necessary.

18. The Parshall flume will remain in the preliminary treatment structure and protected during the cleaning and coating process. It is not anticipated that the Parshall flume will be affected with any of the repair or coating work within this structure.

19. The grit removal item within the MPC bid package was moved to the allowance items on the risk register.

20. We understand that the design engineer (Carollo) is contracted with the City to perform all the programming efforts for this project. The current bids do not include any programming efforts and it is assumed that the City will manage Carollo to perform this work. WSI and Carollo will coordinate throughout the construction process to complete the work

21. Total GCs are based on the percentages identified as part of the quotation submittal provided on April 5, 2023, for this project

22. The bidder questions and subsequent responses are included within the GMP 2 contract information.

23. The Contractor takes exception to Section 7.7 of the Contract, which does not allow for payment of stored material. This item could increase risk to the City. Immediate or early purchasing of equipment and materials assists in securing both price and delivery schedule with the manufacturer. Allowing for proper on-site storage of equipment and materials allows more control of the project schedule and pricing mitigating this risk to the City. Therefore, we request that the City consider that payment be made for on-site material and equipment, if the following requirements are met:

    a. Contractor shall properly store all on-site material and make material accessible to the City for review.

    b. Contractor shall properly document the on-site material within the pay application and confirm each item with the City

    If these items are completed to the satisfaction of the City, then payment for this material will be release. If either or both items are not to the satisfaction of the City then payment can be denied for that item of the pay application for the month. The Contractor will be provided with deficiencies to correct on the declined material.

ATTACHMENT 3– List of Drawings, Specifications and Addenda

CITY OF COCOA

JERRY SELLERS WRF PUMP STATIONS REHABILIATION PROJECT - GMP 2

DRAWING INDEX

NO.	SHEET NO.	TITLE	DATE
		GENERAL	
1	00G01	COVER SHEET	10/2023
2	00G02	SHEET INDEX AND GENERAL NOTES	10/2023
3	00G03	ABBREVIATIONS, SYMBOLS AND LEGEND SHEET	10/2023
4	00G04	EQUIPMENT AND VALVE SCHEDULES	10/2023
		CIVIL	
5	00C01	OVERALL SITE PLAN	10/2023
6	00C02	YARD PIPING DEMOLITION PLAN	10/2023
7	00C03	YARD PIPING MODIFICATION PLAN	10/2023
8	00C04	PAVING AND GRADING PLAN	10/2023
9	00C05	CIVIL DETAILS 1	10/2023
10	00C06	CIVIL DETAILS 2	10/2023
		MECHANICAL	
11	00M01	INFLUENT PUMP STATION DEMOLITION LOWER LEVEL PLAN	10/2023
12	00M02	INFLUENT PUMP STATION DEMOLITION UPPER LEVEL PLAN	10/2023
13	00M03	INFLUENT PUMP STATION DEMOLITION SECTIONS	10/2023
14	00M04	INFLUENT PUMP STATION MODIFICATION LOWER LEVEL PLAN	10/2023
15	00M05	INFLUENT PUMP STATION MODIFICATION UPPER LEVEL PLAN	10/2023
16	00M06	INFLUENT PUMP STATION MODIFICATION SECTIONS	10/2023
17	00M07	INTERNAL RECYCLE PUMP STATION DEMOLITION PLAN	10/2023
18	00M08	INTERNAL RECYCLE PUMP STATION AND DISCHARGE PIPING PLAN	10/2023
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20	00M10	INTERNAL RECYCLE PUMP STATION SECTIONS	10/2023
21	00M11	TRANSFER PUMP STATION PLAN	10/2023
22	00M12	TRANSFER PUMP STATION SECTION	10/2023
23	00M13	HEADWORKS PLAN	10/2023
24	00M14	HEADWORKS SECTIONS 1	10/2023
25	00M15	HEADWORKS SECTIONS 2	10/2023
26	00M16	MECHANICAL DETAILS I	10/2023
27	00M17	MECHANICAL DETAILS 2	10/2023
28	00M18	MECHANICAL TYPICAL DETAILS I	10/2023
29	00M19	MECHANICAL TYPICAL DETAILS 2	10/2023
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30	00S01	INFLUENT PUMP STATION GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS	10/2023
31	00S02	INFLUENT PUMP STATION DEMOLITION PLANS AND SECTIONS	10/2023
32	00S03	INFLUENT PUMP STATION PLANS AND SECTIONS	10/2023
33	00S04	HEADWORKS PLANS AND SECTIONS	10/2023
34	00S05	IR PUMP STATION PIPE SUPPORT DETAILS AND SLAB PLAN	10/2023
35	00S06	CHEMICAL CANOPY PLAN AND PHOTOGRAPHS	10/2023
36	00S07	CHEMICAL CANOPY DETAIL	10/2023
37	00TS01	INFLUENT PUMP STATION TYPICAL DETAILS	10/2023
		ELECTRICAL	
38	00GE01	LEGEND	10/2023
39	00GE02	ABBREVIATIONS	10/2023
40	01DE01	MCC-1, MCC-2, MCC-3, MCC-4, MCC-5, AND MCC-6 DEMOLITION PARTIAL ONLINE DIAGRAM	10/2023

CITY OF COCOA

JERRY SELLERS WRF PUMP STATIONS REHABILIATION PROJECT - GMP 2

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43	01E01A	OVERALL SITE PLAN - SOUTH	10/2023
44	01E02	CONTROL BUILDING DEMOLITION PLAN	10/2023
45	01E03	CONTROL BUILDING MODIFICATION PLAN	10/2023
46	01E04	ELECTRICAL BUILDING MODIFICATION PLAN	10/2023
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49	01E06	INTERNAL RECYCLE PUMP STATION PLAN	10/2023
50	01E07	TRANSFER PUMP STATION PLAN	10/2023
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52	03E01	MCC-1 ELEVATION	10/2023
53	03E02	MCC-1 ONE-LINE DIAGRAM	10/2023
54	03E03	MCC-2 ELEVATION	10/2023
55	03E04	MCC-2 ONE-LINE DIAGRAM	10/2023
56	03E05	MCC-3 AND MCC-4 ELEVATIONS	10/2023
57	03E06	MCC-3 ONE-LINE DIAGRAM 1	10/2023
58	03E07	MCC-3 ONE-LINE DIAGRAM 2	10/2023
59	03E08	MCC-4 ONE-LINE DIAGRAM	10/2023
60	03E09	MCC-5 AND MCC-6 ELEVATIONS	10/2023
61	03E10	MCC-5 AND MCC-6 PARTIAL ONE-LINE DIAGRAMS	10/2023
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66	I-2	INSTRUMENTATION SYMBOLS AND ABBREVIATIONS - 2	10/2023
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72	I-8	INFLUENT PUMP STATION P&ID - 2	10/2023
73	I-9	INFLUENT PUMP STATION P&ID - 3	10/2023
74	I-10	INTERNAL RECYCLE PUMP STATION P&ID	10/2023
75	I-11	TRANSFER PUMP STATION P&ID	10/2023
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77	I-13	CONTROL SCHEMATICS - 2	10/2023
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CITY OF COCOA
JERRY SELLERS WRF PUMP STATIONS REHABILIATION PROJECT - GMP 2
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CITY OF COCOA

JERRY SELLERS WRF PUMP STATIONS REHABILIATION PROJECT - GMP 2

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03100	CONCRETE FORMWORK	10/2023
03180	CONCRETE COATING SYSTEM	10/2023
03200	CONCRETE REINFORCEMENT	10/2023
03250	CONCRETE JOINTS AND JOINT ACCESSORIES	10/2023
03300	CAST-IN-PLACE CONCRETE	10/2023
03350	CONCRETE FINISHES	10/2023
03600	GROUT	10/2023
03740	MODIFICATIONS AND REPAIR TO CONCRETE	10/2023
	DIVISION 05 - METAL	
05500	MISCELLANEOUS METAL	10/2023
	DIVISION 09 - FINISHES	
09960	HIGH-PERFORMANCE COATINGS	10/2023
09961	FUSION BONDED EPOXY LINING	10/2023
	DIVISION 11 - EQUIPMENT	
11293	COPLASTIX SLUICE GATES	10/2023
11312B	HORIZONTAL NON-CLOG CENTRIFUGAL PUMPS	10/2023
11312D	VERTICAL TURBINE SHORT SETTING CENTRIFUGAL PUMPS	10/2023
11312G	SUBMERSIBLE LARGE CAPACITY CENTRIFUGAL PUMPS - INFLUENT PUMP STATION	10/2023
	DIVISION 13 - SPECIAL CONSTRUCTION	
13446	MANUAL ACTUATORS	10/2023
13447	ELECTRIC ACTUATORS	10/2023
	DIVISION 15 - MECHANICAL	
15050	COMMON WORK RESULTS FOR MECHANICAL EQUIPMENT	10/2023
15052	COMMON WORK RESULTS FOR GENERAL PIPING	10/2023
15061	PIPE SUPPORTS	10/2023
15075	EQUIPMENT IDENTIFICATION	10/2023
15076	PIPE IDENTIFICATION	10/2023
15100	MANUAL, CHECK, AND PROCESS VALVES	10/2023
15110	COMMON WORK RESULTS FOR VALVES	10/2023
15119	AUTOMATIC AIR AND VACUUM VALVES	10/2023
15121	PIPE COUPLINGS	10/2023
15211	DUCTILE IRON PIPE: AWWA C151	10/2023
15230	PLASTIC PIPING AND TUBING	10/2023
15286	STAINLESS STEEL PIPE AND TUBING	10/2023
15956	PIPING SYSTEMS TESTING	10/2023
15958	MECHANICAL EQUIPMENT TESTING	10/2023
	DIVISION 16 - ELECTRICAL	
16050	COMMON WORK RESULTS FOR ELECTRICAL	10/2023
16052	HAZARDOUS CLASSIFIED AREA CONSTRUCTION	10/2023
16060	GROUNDING AND BONDING	10/2023
16070	HANGERS AND SUPPORTS	10/2023
16075	IDENTIFICATION FOR ELECTRICAL SYSTEMS	10/2023
16123	600-VOLT OR LESS WIRES AND CABLES	10/2023
16130	CONDUITS	10/2023
16133	DUCT BANKS	10/2023
16134	BOXES	10/2023
16140	WIRING DEVICES	10/2023
16150	LOW VOLTAGE WIRE CONNECTIONS	10/2023

CITY OF COCOA
JERRY SELLERS WRF PUMP STATIONS REHABILIATION PROJECT - GMP 2
SPECIFICATION TABLE OF CONTENTS

SECTION NO.	TITLE	DATE
16222	LOW VOLTAGE MOTORS UP TO 500 HORSEPOWER	10/2023
16305	ELECTRICAL SYSTEM STUDIES	10/2023
16411	DISCONNECT SWITCHES	10/2023
16412	LOW VOLTAGE MOLDED CASE CIRCUIT BREAKERS	10/2023
16444	LOW VOLTAGE MOTOR CONTROL CENTERS	10/2023
16494	LOW VOLTAGE FUSES	10/2023
16510	LIGHTING: LED LUMINAIRES	10/2023
16950	FIELD ELECTRICAL ACCEPTANCE TESTS	10/2023
	DIVISION 17 - INSTRUMENTATION AND CONTROLS	
17050	COMMON WORK RESULTS FOR PROCESS CONTROL AND INSTRUMENTATION	10/2023
17100	CONTROL STRATEGIES	10/2023
17101	SPECIFIC CONTROL STRATEGIES	10/2023
17201	LEVEL MEASUREMENT: SWITCHES	10/2023
17202	LEVEL MEASUREMENT: BUBBLER	10/2023
17301	FLOW MEASUREMENT: SWITCHES	10/2023
17302	FLOW MEASUREMENT: MAGNETIC FLOWMETERS	10/2023
17316	FLOW MEASUREMENT: ROTAMETERS (VARIABLE AREA FLOWMETERS)	10/2023
17401	PRESSURE/VACUUM MEASUREMENT: DIAPHRAGM SEALS	10/2023
17402	PRESSURE/VACUUM MEASUREMENT: INSTRUMENT VALVES	10/2023
17404	PRESSURE/VACUUM MEASUREMENT: GUAGES	10/2023
17903	SCHEDULES : I/O LIST	10/2023
17950	COMMISSIONING FOR INSTRUMENTATION AND CONTROL	10/2023

CITY OF COCOA

JERRY SELLERS WRF PUMP STATIONS REHABILIATION PROJECT - GMP 2

ADDENDA

ADDENDUM NO.	DATE
1	11/3/2023
2	11/30/2023
3	12/5/2023

ATTACHMENT 4– Statement of the Guaranteed Maximum Price

CITY OF COCOA - JERRY SELLERS WRF REHAB AND REPLACEMENT PROJECT
GUARANTEED MAXIMUM PRICE #2
12/22/2023

COST SUMMARY

		LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct Costs		$ -	$ -	$ -	$ 5,930,016	$ 5,930,016
Total GC's	**10.85%**					$ 643,407
COST OF CONSTRUCTION		**$0**	**$0**	**$0**	**$5,930,016**	**$6,573,423**
Fee	**9.00%**					$ 591,608
Bond	**0.80%**					$ 52,587
Insurance	**0.65%**					$ 42,727
TOTAL		**$0**	**$0**	**$0**	**$5,930,016**	**$7,260,345**
CMAR Contingency per Risk Register	**6.00%**				$ 607,984	$ 607,984
Owner Contingency per Risk Register	**6.00%**				$ 607,984	$ 607,984
Allowances per Risk Register					$ 1,656,750	$ 1,656,750
TOTAL WITH CONTINGENCY						**$10,133,063**

CITY OF COCOA - JERRY SELLERS WRF REHAB AND REPLACEMENT PROJECT
GUARANTEED MAXIMUM PRICE #2
12/22/23

COST OF WORK

DESCRIPTION	LABOR $ AMOUNT	EQUIPMENT $ AMOUNT	MATERIALS $ AMOUNT	SUBS $ AMOUNT	$ TOTALS	COMMENTS
SUBCONTRACTS					$ 5,930,016	
MASTER PLANT CONTRACTOR	$ -	$ -	$ -	$ 3,741,000	$ 3,741,000	WHARTON-SMITH
DEMOLITION SUBCONTRACTOR	$ -	$ -	$ -	$ 156,007	$ 156,007	PECE OF MIND
CONCRETE AND MASONRY SUBCONTRACTOR	$ -	$ -	$ -	$ 350,000	$ 350,000	WHARTON-SMITH
PAINTING AND COATING	$ -	$ -	$ -	$ 699,677	$ 699,677	UNIVERSAL COATING
ELECTRICAL SUBCONTRACTOR	$ -	$ -	$ -	$ 729,562	$ 729,562	SINNS AND THOMAS
INSTRUMENTATION SUBCONTRACTOR	$ -	$ -	$ -	$ 253,770	$ 253,770	COMMERCE CONTROLS
TOTAL DIRECT COST	$ -	$ -	$ -	$ 5,930,016	$ 5,930,016	

RISK REGISTER

Project: *23-085 Cocoa - Sellers WRF Pump Stations Rehab*

Design Phase: *90*

Date: *12/22/2023*

Risk Identification			Risk Assessment				Risk Control Measures	Risk Allocation					Comments / Notes
ID No.	Risk Issue	Risk Type	Status	Potential Cost Impact	Potential Schedule Impact	Probability (0-100%)	Risk Mitigation Strategy	Risk Owner	Weighted Cost Exposure (Prob x PCI)	Cost Offset By Allowance	Cost Offset By Contingency	Unmitigated Cost Exposure	
General Items													
1	Adverse Weather	Adverse Weather	New	$58,961	22	100%	Provide for reasonable float in schedule and create emergency response plan.	Shared	$58,961		$58,961	$0	
2	Permitting Delays	Permitting	New	$13,260	5	10%	Engage Agency and Shareholders early in process and promote transparent communication. Obtain all permits prior to mobilization.	Shared	$1,326		$1,326	$0	
2	Utility Delays	Other	New	$13,260	5	10%	Engage Utility Company early in process to assist in finalizing design and expediting procurement.	Shared	$1,326		$1,326	$0	
3	Procurement / Delivery Delays	Procurement	New	$13,260	5	25%	Early procurement on key equipment and materials. Includes submittal approval delays.	Shared	$3,315		$3,315	$0	
4	Construction Delays / Subcontractor Performance	Construction Schedule	New	$13,260	5	10%	Select qualified subcontractors with adequate resources and engage them in Wharton-Smith's production planning system on a weekly basis.	Shared	$1,326		$1,326	$0	
5	Critical Path Delays - Owner Evaluation and Decision Making	Construction Schedule	New	$13,260	5	50%	Owner representative must be responsible for timely decisions and issuing contract amendments in a timely manner for procurement to be expedited. CMAR must present concerns early to allow Owner review and reaction.	Shared	$6,630		$6,630	$0	
Final Design Items													
6	Misaligned Design Requirements After GMP	Design	New	$15,000	15	25%	Accurate bidding and scope vetting with subcontractors. Confirm latest document from Engineer as part of the bidding documents. Maintain adequate document control.	Shared	$3,750		$3,750	$0	Additional requirements identified after GMP approval.
7	Additional Unforeseen Drain Piping Repairs	Unknown Site Conditions	New	$75,000	5	75%	Scope of original work is part of the bid documents and defined. This effort is to assist in additional unforeseen issues with on-site drain piping.	Shared	$56,250		$56,250	$0	Included costs for unforeseen activities, separate allowance is provided for requested additional work from the City.
8	System Performance Issues	Owner Operational Impacts	New	$20,000	10	25%	Adequate investigation during design phase to ensure system performance.	Shared	$5,000		$5,000	$0	Coordinating with Owner's system integrator
Project Execution Items													
9	Material Escalations	Price Escalation	New	$1,400,000	0	5%	Expedite the start of construction, issuance of subcontracts and POs, and early procurement.	Shared	$70,000		$70,000	$0	GMP 1 was presented to assist with mitigating this concern.
10	Latent Defects (Manufacturing)	Quality	New	$250,000	5	10%	Inspect fabrications in shop (prior to delivery) where possible.	Shared	$25,000		$25,000	$0	
11	Unforeseen Subsurface Conditions	Unknown Site Conditions	New	$150,000	10	100%	Perform Subsurface Utility Exploration where possible to identify and locate existing conditions and conflicts prior to construction.	Shared	$150,000		$150,000	$0	GMP 1 carries a $25,000 budget for subsurface activity.
12	Requirements for Small Valves, Supports, Appurtenances, etc.	Undefined Scope	New	$50,000	5	100%	Carry a contingency budget for small piping and pipe supports not shown or detailed in the documents.	Shared	$50,000		$50,000	$0	
13	Restoration / Patching of Collateral Damage	Undefined Scope	New	$200,000	0	50%	Scope of asphalt and sidewalk repair was as shown in the bidding documents. Contain activities as best as possible to areas designated for construction. Perform layout and use proper demo equipment for cutting and restore affected areas back to normal.	Shared	$100,000		$100,000	$0	Scope may change based on field conditions.
14	Unforeseen Additional Demolition Activities	Unknown Site Conditions	New	$100,000	5	75%	Additional demolition activities based on unforeseen activities and design conditions for wall supports.	Shared	$75,000		$75,000	$0	
15	Unforeseen Additional Concrete Repair Activities	Unknown Site Conditions	New	$100,000	5	75%	Additional quantities of material based on actual field conditions determined after cleaning and inspection.	Shared	$75,000		$75,000	$0	
16	Unforeseen Additional Coating Activities	Unknown Site Conditions	New	$100,000	5	50%	Determine field conditions as early as possible. Perform proper demolition and structure cleaning to determine scope as soon as possible. Perform on-site coordination meetings early into the project.	Shared	$50,000		$50,000	$0	Additional coating activities not identified within the current design scope of work.
17	Grit Vortex Unit Replacement Activity	Unknown Site Conditions	New	$200,000	10	100%	Replacement of grit separator unit, assume unit will not be available once unit is removed during coating efforts.	Shared	$200,000		$200,000	$0	
18	Develop support systems for grit and screen removal for City Maintenance	Owner Operational Impacts	New	$25,000	0	50%	Coordinate with City on maintained items for removed equipment. Schedule and coo	Shared	$12,500		$12,500	$0	
18	Additional Bypass/Line Stop Activities	Owner Operational Impacts	New	$400,000	20	50%	Unforeseen bypass pumping/ line stop efforts dependent on City Operations and existing infrastructure condition.	Shared	$200,000		$200,000	$0	
Start-Up & Closeout Items													
~~19~~	~~Integration into Existing Network~~	~~Owner Operational Impacts~~	~~New~~	~~$0~~	~~0~~	~~0%~~	~~Perform investigation prior to start of integration with existing SCADA system.~~	~~Owner~~	~~$0~~		~~$0~~	~~$0~~	Owner using Engineer as integrator
20	Unforeseen Startup / MOPO Restrictions	Owner Operational Impacts	New	$250,000	5	50%	Involvement of plant operations staff during design and early construction phases to identify operational constraints and develop Maintenance of Plant Operations (MOPO) plans.	Shared	$125,000		$125,000	$0	

RISK REGISTER

Project: *23-085 Cocoa - Sellers WRF Pump Stations Rehab*

Design Phase: *90*

Date: *12/22/2023*

Risk Identification			Risk Assessment				Risk Control Measures	Risk Allocation					Comments / Notes
ID No.	Risk Issue	Risk Type	Status	Potential Cost Impact	Potential Schedule Impact	Probability (0-100%)	Risk Mitigation Strategy	Risk Owner	Weighted Cost Exposure (Prob x PCI)	Cost Offset By Allowance	Cost Offset By Contingency	Unmitigated Cost Exposure	
21	Manufacturer Start-Up Services Overruns	Other	New	$50,000	5	25%	Use Wharton-Smith production planning system to work efficiently and use start-up checklists.	Shared	$12,500		$12,500	$0	
22	Additional Owner Training Requirements	Contract Requirements	New	$10,000	5	50%	Incorporate training requirements within Wharton-Smith production planning system. Coordinate activities within progress meeting.	Shared	$5,000		$5,000	$0	
23	Owner contracted directly with integrator for system functional programming	Owner Operational Impacts	New	$20,000	5	50%	Coordination of Owner's integrator into the project scope and schedule.	Shared	$10,000		$10,000	$0	Owner using Engineer as integrator, can put to $0 if bid allowance is used by Owner
Bid Allowances / Excluded Scope Items			New										
24	Bid Allowance - Building Department Fees	Excluded Scope	New	$25,000	0	100%	Bid allowance to be carried in GMP 2.	Owner	$25,000	$25,000		$0	
25	Bid Allowance - Independent Testing	Excluded Scope	New	$30,000	0	100%	Bid allowance to be carried in GMP 2.	Owner	$30,000	$30,000		$0	
26	Bid Allowance - Utility Fees	Excluded Scope	New	$10,000	0	100%	Bid allowance to be carried in GMP 2.	Owner	$10,000	$10,000		$0	
27	Owner Requested - Supplemental Carbon Facility	Excluded Scope	New	$500,000	60	100%	Bid allowance to be carried in GMP 2.	Owner	$500,000	$500,000		$0	Additional Services identified by the Owner - design scope proceeding separately
28	Owner Requested - Reclaimed Water System Hydropnuematic Tank Rehabilitation	Excluded Scope	New	$450,000	60	100%	Bid allowance to be carried in GMP 2.	Owner	$450,000	$450,000		$0	Additional Services identified by the Owner - design scope proceeding separately
29	Owner Requested - Additional Survey Activities	Excluded Scope	New	$5,000	0	100%	Owner requested additional survey work for supplemental carbon design work.	Owner	$5,000	$5,000		$0	
30	Owner Requested - PTS Drain Repairs	Excluded Scope	New	$25,000	10	100%	Influent pump station to preliminary treatment drain, potential TV efforts as requested by the City.	Owner	$25,000	$25,000		$0	
31	Owner Requested - Reaeration Effluent PV Investigation Efforts	Excluded Scope	New	$10,000	5	100%	Owner request to investigate the existing 36 PV at the effluent of the re-aeration tank.	Owner	$10,000	$10,000		$0	
32	Owner Requested - Additional Grit Structure and Decking repairs	Excluded Scope	New	$40,000	10	100%	Owner requested scope to perform design and construction of decking at grit unit	Owner	$40,000	$40,000		$0	
33	Owner Requested - Influent FM sample tap effort	Excluded Scope	New	$10,000	0	100%	Owner requested installation of pipe tap of existing FM to provide sampling during bypassing efforts.	Owner	$10,000	$10,000		$0	
18	Owner Requested- Support systems for grit and screen placement for City maintenance efforts	Owner Operational Impacts	New	$20,000	0	100%	Coordinate with City on maintained items for removed equipment. Schedule and provide support equipment for City maintenance staff	Owner	$20,000	$20,000		$0	
19	IPS Bracing System	Excluded Scope	New	$20,000	0	100%	Anticipated costs for the IPS wall bracing systems.	Owner	$20,000	$20,000		$0	
20	Grit Removal Allowance	Undefined Scope	No Change	$355,000	10	100%	Amount pulled from MPC bid form and placed in the allowance.	Owner	$355,000	$355,000		$0	
		PROJECT TOTALS		**$5,040,261**	**317**				**$2,797,884**	**$1,500,000**	**$1,297,884**	**$0**	

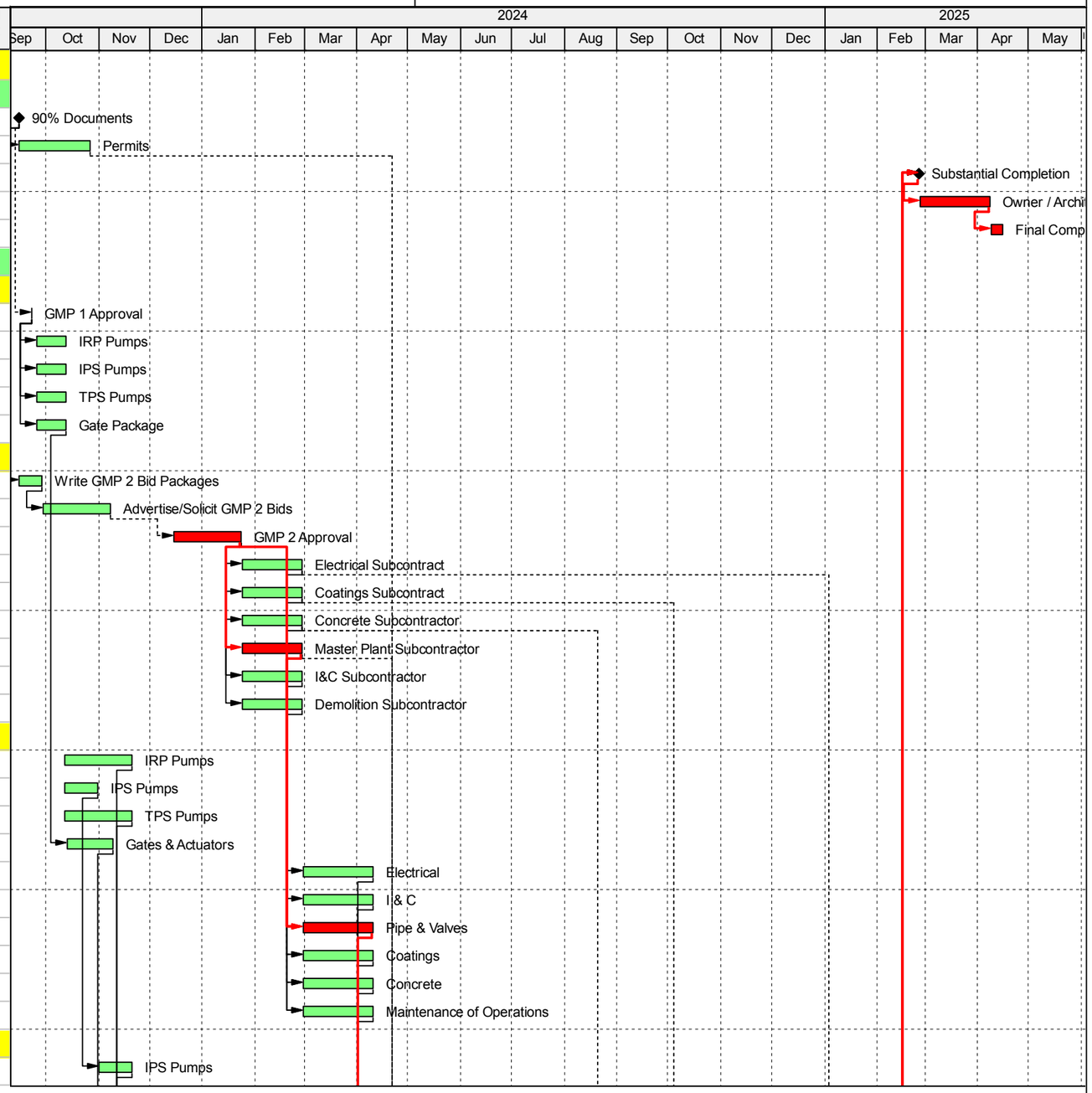
	Total	GMP 1	GMP 2
Total Contingency	**$1,297,884**	**$81,916**	**$1,215,968**
Allowance w/Fee/Bonds/Insurance			**$1,656,750**
Owner Contingency (GMP 2)			**$607,984**
CMAR Contingency (GMP 2)			**$607,984**

ATTACHMENT 5– Construction Schedule

Wharton-Smith, Inc. CONSTRUCTION GROUP

Leesburg Pine Street CDC Parking Improvements

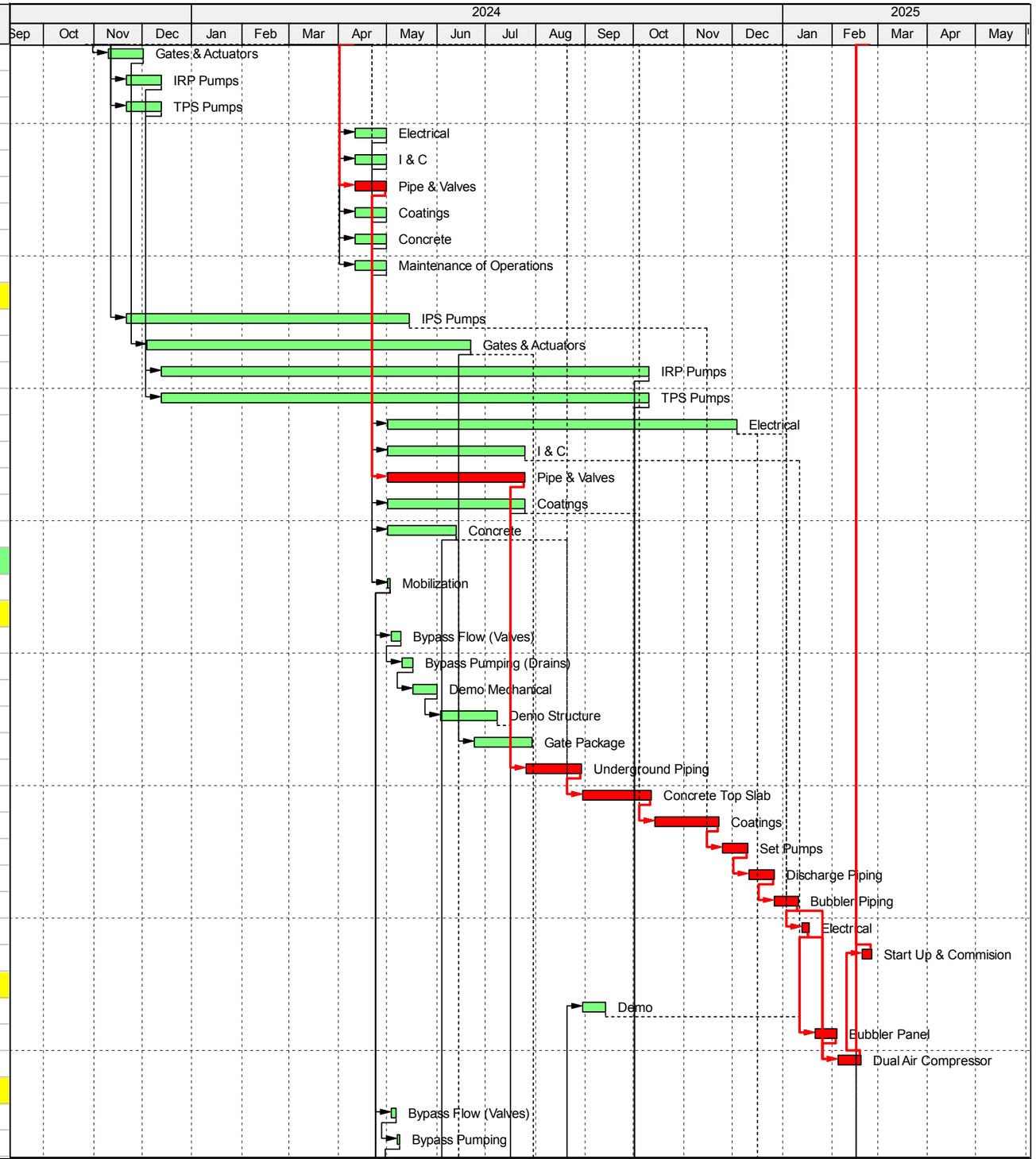
Activity ID	Activity Name	Roles	Orig Dur	Rem Dur	Start	Finish	Act % Comp	Total Float
Cocoa WRF Improvements								
Project Milestones								
A2000	90% Documents		0	0	15-Sep-23*		0%	25
A2010	Permits		30	30	15-Sep-23	26-Oct-23	0%	140
FIS-140	Substantial Completion		0	0		25-Feb-25	0%	0
FIS-120	Owner / Architect Punchlist		30	30	26-Feb-25	08-Apr-25	0%	0
FIS-130	Final Completion		5	5	09-Apr-25	15-Apr-25	0%	0
General Requirements								
GMP - 1 Procurement								
A2030	GMP 1 Approval		1	1	22-Sep-23*	22-Sep-23	0%	118
A1960	IRP Pumps		14	14	25-Sep-23	12-Oct-23	0%	377
A1970	IPS Pumps		14	14	25-Sep-23	12-Oct-23	0%	377
A1980	TPS Pumps		14	14	25-Sep-23	12-Oct-23	0%	377
A1990	Gate Package		14	14	25-Sep-23	12-Oct-23	0%	118
GMP - 2 Procurement								
A2140	Write GMP 2 Bid Packages		10	10	15-Sep-23	28-Sep-23	0%	25
A2150	Advertise/Solicit GMP 2 Bids		28	28	29-Sep-23	07-Nov-23	0%	25
A2120	GMP 2 Approval		25	25	15-Dec-23*	23-Jan-24	0%	0
A2060	Electrical Subcontract		25	25	24-Jan-24*	28-Feb-24	0%	25
A2080	Coatings Subcontract		25	25	24-Jan-24*	28-Feb-24	0%	55
A2090	Concrete Subcontractor		25	25	24-Jan-24	28-Feb-24	0%	55
A2100	Master Plant Subcontractor		25	25	24-Jan-24	28-Feb-24	0%	0
A2110	I&C Subcontractor		25	25	24-Jan-24	28-Feb-24	0%	120
A2130	Demolition Subcontractor		25	25	24-Jan-24	28-Feb-24	0%	13
Submittals								
A1050	IRP Pumps		28	28	12-Oct-23*	20-Nov-23	0%	31
A1130	IPS Pumps		14	14	12-Oct-23*	31-Oct-23	0%	135
A1140	TPS Pumps		28	28	12-Oct-23*	20-Nov-23	0%	76
A1180	Gates & Actuators		20	20	13-Oct-23	09-Nov-23	0%	118
A1150	Electrical		30	30	29-Feb-24	10-Apr-24	0%	25
A1160	I & C		30	30	29-Feb-24	10-Apr-24	0%	120
A1170	Pipe & Valves		30	30	29-Feb-24	10-Apr-24	0%	0
A1190	Coatings		30	30	29-Feb-24	10-Apr-24	0%	55
A1200	Concrete		30	30	29-Feb-24	10-Apr-24	0%	55
A1210	Maintenance of Operations		30	30	29-Feb-24	10-Apr-24	0%	13
Engineer Review								
A1320	IPS Pumps		14	14	01-Nov-23	20-Nov-23	0%	135



Actual Work
Remaining Work
Critical Remaining Work
Milestone

Data Date: 05-Sep-23
TASK filter: All Activities

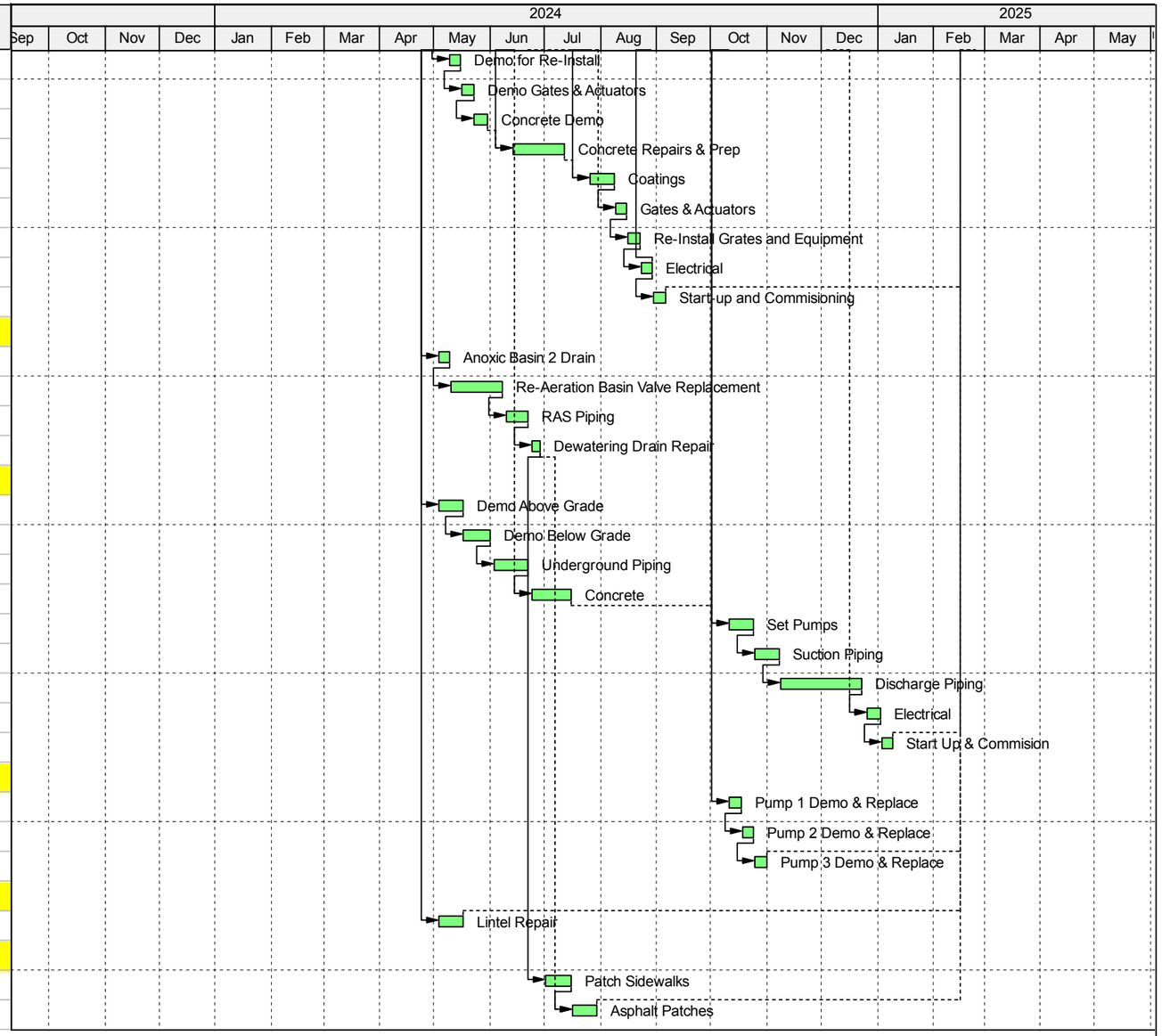
Activity ID	Activity Name	Roles	Orig Dur	Rem Dur	Start	Finish	Act % Comp	Total Float
A1370	Gates & Actuators		14	14	10-Nov-23	01-Dec-23*	0%	118
A1310	IRP Pumps		14	14	21-Nov-23	12-Dec-23	0%	31
A1330	TPS Pumps		14	14	21-Nov-23	12-Dec-23	0%	76
A1340	Electrical		14	14	11-Apr-24	30-Apr-24	0%	25
A1350	I & C		14	14	11-Apr-24	30-Apr-24	0%	120
A1360	Pipe & Valves		14	14	11-Apr-24	30-Apr-24	0%	0
A1380	Coatings		14	14	11-Apr-24	30-Apr-24	0%	55
A1390	Concrete		14	14	11-Apr-24	30-Apr-24	0%	55
A1400	Maintenance of Operations		14	14	11-Apr-24	30-Apr-24	0%	13
Delivery								
A1420	IPS Pumps		120	120	21-Nov-23	14-May-24	0%	135
A1470	Gates & Actuators		140	140	04-Dec-23	21-Jun-24	0%	118
A1410	IRP Pumps		210	210	13-Dec-23	10-Oct-24	0%	31
A1430	TPS Pumps		210	210	13-Dec-23	10-Oct-24	0%	76
A1440	Electrical		150	150	01-May-24	03-Dec-24	0%	25
A1450	I & C		60	60	01-May-24	25-Jul-24	0%	120
A1460	Pipe & Valves		60	60	01-May-24	25-Jul-24	0%	0
A1480	Coatings		60	60	01-May-24	25-Jul-24	0%	55
A1490	Concrete		30	30	01-May-24	12-Jun-24	0%	55
Construction								
A1950	Mobilization		2	2	01-May-24*	02-May-24	0%	13
Influent Pump Station								
A1060	Bypass Flow (Valves)		5	5	03-May-24	09-May-24	0%	13
A1510	Bypass Pumping (Drains)		5	5	10-May-24	16-May-24	0%	13
A1520	Demo Mechanical		10	10	17-May-24	31-May-24	0%	13
A1530	Demo Structure		25	25	03-Jun-24	08-Jul-24	0%	13
A1880	Gate Package		25	25	24-Jun-24	29-Jul-24	0%	178
A1540	Underground Piping		25	25	26-Jul-24	29-Aug-24	0%	0
A1550	Concrete Top Slab		30	30	30-Aug-24	11-Oct-24	0%	0
A1560	Coatings		30	30	14-Oct-24	22-Nov-24	0%	0
A1570	Set Pumps		10	10	25-Nov-24	10-Dec-24	0%	0
A1580	Discharge Piping		10	10	11-Dec-24	26-Dec-24	0%	0
A1590	Bubbler Piping		10	10	27-Dec-24	10-Jan-25	0%	0
A1780	Electrical		5	5	13-Jan-25	17-Jan-25	0%	0
A1850	Start Up & Commision		5	5	19-Feb-25	25-Feb-25	0%	0
Control Building								
A1790	Demo		10	10	30-Aug-24	13-Sep-24	0%	85
A1820	Bubbler Panel		10	10	21-Jan-25	03-Feb-25	0%	0
A1830	Dual Air Compressor		10	10	04-Feb-25	18-Feb-25	0%	0
Headworks								
A1600	Bypass Flow (Valves)		2	2	03-May-24	06-May-24	0%	104
A1610	Bypass Pumping		2	2	07-May-24	08-May-24	0%	104



Actual Work
Remaining Work
Critical Remaining Work
Milestone

Data Date: 05-Sep-23
TASK filter: All Activities

Activity ID	Activity Name	Roles	Orig Dur	Rem Dur	Start	Finish	Act % Comp	Total Float
A1620	Demo for Re-Install		5	5	09-May-24	15-May-24	0%	104
A1630	Demo Gates & Actuators		5	5	16-May-24	22-May-24	0%	104
A1640	Concrete Demo		5	5	23-May-24	30-May-24	0%	104
A1650	Concrete Repairs & Prep		20	20	13-Jun-24	11-Jul-24	0%	95
A1660	Coatings		10	10	26-Jul-24	08-Aug-24	0%	85
A1670	Gates & Actuators		5	5	09-Aug-24	15-Aug-24	0%	85
A1680	Re-Install Grates and Equipment		5	5	16-Aug-24	22-Aug-24	0%	85
A1690	Electrical		5	5	23-Aug-24	29-Aug-24	0%	85
A1720	Start-up and Commisioning		4	4	30-Aug-24	05-Sep-24	0%	116
Yard Piping								
A1710	Anoxic Basin 2 Drain		5	5	03-May-24	09-May-24	0%	143
A1750	Re-Aeration Basin Valve Replacement		20	20	10-May-24	07-Jun-24	0%	143
A1760	RAS Piping		10	10	10-Jun-24	21-Jun-24	0%	143
A1770	Dewatering Drain Repair		5	5	24-Jun-24	28-Jun-24	0%	143
Internal Recycle Pump Station								
A1220	Demo Above Grade		10	10	03-May-24	16-May-24	0%	93
A1230	Demo Below Grade		10	10	17-May-24	31-May-24	0%	93
A1240	Underground Piping		15	15	03-Jun-24	21-Jun-24	0%	93
A1250	Concrete		15	15	24-Jun-24	15-Jul-24	0%	93
A1260	Set Pumps		10	10	11-Oct-24	24-Oct-24	0%	31
A1270	Suction Piping		10	10	25-Oct-24	07-Nov-24	0%	31
A1280	Discharge Piping		30	30	08-Nov-24	23-Dec-24	0%	31
A1290	Electrical		5	5	26-Dec-24	02-Jan-25	0%	31
A1300	Start Up & Commision		5	5	03-Jan-25	09-Jan-25	0%	31
Transfer Pump Station								
A1700	Pump 1 Demo & Replace		5	5	11-Oct-24	17-Oct-24	0%	76
A1730	Pump 2 Demo & Replace		5	5	18-Oct-24	24-Oct-24	0%	76
A1740	Pump 3 Demo & Replace		5	5	25-Oct-24	31-Oct-24	0%	76
Electrical Building								
A1810	Lintel Repair		10	10	03-May-24	16-May-24	0%	193
Asphalt & Sidewalk Patching								
A1860	Patch Sidewalks		10	10	01-Jul-24	15-Jul-24	0%	143
A1870	Asphalt Patches		10	10	16-Jul-24	29-Jul-24	0%	143



Actual Work
Remaining Work
Critical Remaining Work
Milestone

Data Date: 05-Sep-23
TASK filter: All Activities

ATTACHMENT 6 –Bid Evaluation Results

Subcontractor Bid Evaluation and Comparison Sheet

Trade Description: Bid Package 1 - Master Plan Contractor
Project Name: Jerry Sellers WRF - Pump Stations Rehab
Owner: City of Cocoa
Bid Date: Thursday, December 7, 2023

Scope Item Description		FEC Construction Karen Lightsey (407) 402-2828 FECKaren@gmail.com		L7 Construction, Inc. Brett Lefever (407) 760-7694 blefever@l7constructs.com		PetticoatSchmitt Charles Tofferi (904) 751-0888 ctofferi@petticoatschmitt.com		Wharton Smith, Inc. Matt Peterson (407) 321-8410 mpeterson@whartonsmith.com
Base Bid Before Alternates		**$ 4,553,850.00**		**$ -**		**$ -**		**$ 3,741,000.00**
Master Plant Contractor Package	Y	$ 4,180,000.00		$ -		$ -	Y	$ 3,740,900.00
Grit/Debris Removal per ton	Y	$ 373,750.00		$ -		$ -	N	$ 355,000.00
Payment & Performance Bonds	N	$ 91,000.00		$ -		$ -	N	$ -
Indemnification	Y	$ 100.00		$ -		$ -	Y	$ 100.00
Alternates/Adjustments								
		$ -		$ -		$ -		$ -
		$ -		$ -		$ -		$ -
		$ -		$ -		$ -		$ -
		$ -		$ -		$ -		$ -
Bid Document Requirements								
Bid Form		Y						Y
Clarifications / Exceptions		N						N
Acknowledged Addenda		Y						Y
Additional Notes								
Insurance		Y						N
Business License		Y						N
SUBTOTAL:		$ 4,553,850.00						$ 3,741,000.00
Bond Adjustment (If not Included):	0.0%						0.0%	
Scope Adjustment:								
Total Adjusted Scope:		**$ 4,553,850.00**						**$ 3,741,000.00**
		$ 4,553,850.00		**NO BID**		**NO BID**		**$ 3,741,000.00**

Recommend award to: Wharton Smith, Inc.

BID FORM

Project: City of Cocoa Jerry Sellers WRF Upgrades

Bid Package: Master Plant Contractor

To: Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32746
dkreidler@whartonsmith.com

Bidder Information:

Company: Florida Environmental Construction, Inc.

Contact Name: Robert Lightsey Title: President

Address: PO Box 305

Howey in the Hills, FL 34737

Phone Number: 407-402-2828 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- ☐ Bid Form
- ☐ Sanctions and Litigation
- ☐ Licenses
- ☐ Proof of Bonding Capability
- ☐ Value Engineering Proposal
- ☐ List of Subcontractors
- ☐ Certificate of Insurance
- ☐ Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1	Dated 11/3/23	No. 3	Dated 12/5/23
No. 2	Dated 11/30/23	No. _____	Dated _____

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Master Plant Contractor Package	1	LS	$ 4,180,000.00	$ 4,180,000.00
2.	Grit/Debris Removal per ton	500	TN	$ 747.50	$ 373,750.00
3.	Payment & Performance Bonds	1	LS	$ 91,000.00	$ 91,000.00
4.	Indemnification	1	LS	$ 100.00	$ 100.00
				TOTAL BASE BID:	$ 4,644,850.00

Four million six hundred forty four thousand eight hundred fifty dollars and zero cents.

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature	Robert Lightsey - President	12/7/23
	Print Name / Title	Date

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	60
2.	Pipe & Fittings (Release to Delivery)	120
3.	Valves (Release to Delivery)	200

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blackadar Insurance Agency, Inc. 1436 N Ronald Reagan Blvd Longwood FL 32750	**CONTACT NAME:** Denise Carberry **PHONE (A/C, No, Ext):** 407-831-3832 **FAX (A/C, No):** 407-830-4681 **E-MAIL ADDRESS:** Denise@blackadar.com
INSURED FLORENV-01 Florida Environmental Construction Inc. P.O. Box 305 Howey in the Hills FL 34737	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Business First — 11697 **INSURER B :** Monroe Guaranty Insurance Company **INSURER C :** Brierfield Insurance Company **INSURER D :** FCCI Insurance Company — 10178 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2022482238 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	GL100039088-05	2/10/2023	2/10/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	CA1000009534-07	2/10/2023	2/10/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	52101062	9/6/2023	9/6/2024	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
D	Contractors Equipment			CM100039092-05	2/10/2023	2/10/2024	Leased/ Rented Deductible 2% Deductible 2%	$300,000 DED $1,000 MIN DED $ 5,000 MAX

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

Certificate Holder is included as Additional Insured and Blanket Waiver of Subrogation applies; with regard to General Liability and Business Auto when required by written contract. Blanket Waiver of Subrogation applies to Workers' Compensation when required by written contract.
Robert Lightsey Excluded from WC policy Wharton-Smith, Inc., Owner and all other parties required are included as Additional Insured with respect to the General Liability for Ongoing & Completed Operations when required in construction agreement and Business Auto when required by written contract. Coverage is primary & non-contributory when required by written contract. Waiver of Subrogation in favor of Additional Insured with respect to the General Liability, Business Auto & Workers Compensation when required by written contract. *30 days Notice of Cancellation except 10 days for non-payment.

CERTIFICATE HOLDER

Wharton-Smith, Inc
Attn: Risk Management
750 Monroe Rd
Sanford FL 32771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CBC043583

EXPIRATION DATE: AUGUST 31, 2024

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LIGHTSEY, ROBERT LEE
FLA ENVIRONMENTAL CONST, INC
22240 COUNTY ROAD 455
HOWEY IN THE HILLS FL 34737

ISSUED: 07/11/2022

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BID FORM

Project: City of Cocoa Jerry Sellers WRF Upgrades

Bid Package: Master Plant Contractor

To: Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32746
dkreidler@whartonsmith.com

Bidder Information:

Company: Wharton-Smith, Inc.

Contact Name: Matthew Peterson Title: Project Executive

Address: 750 Monroe Road, Sanford, FL 32771

Phone Number: 407.321.8410 Fax: N/A

Bid Proposal Documentation Checklist (check all that apply):

- [X] Bid Form
- [ ] Sanctions and Litigation
- [ ] Licenses
- [ ] Proof of Bonding Capability
- [ ] Value Engineering Proposal
- [ ] List of Subcontractors
- [ ] Certificate of Insurance
- [ ] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. One Dated 11.03.23 No. Two Dated 11.30.23

No. Three Dated 12.05.23 No. _____ Dated _____

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Master Plant Contractor Package	1	LS	$ 3,740,900	$ 3,740,900
2.	Grit/Debris Removal per ton	500	TN	$ 710	$ 355,000
3.	Payment & Performance Bonds	1	LS	$ N/A	$ N/A
4.	Indemnification	1	LS	$ 100.00	$ 100.00
				TOTAL BASE BID:	$ 4,096,000

Four million ninety-six thousand dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature	Print Name / Title	Date
Timothy S. Smith, President/CEO	Timothy S. Smith, President/CEO	12.06.2023

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	40 days
2.	Pipe & Fittings (Release to Delivery)	100 days
3.	Valves (Release to Delivery)	170 days

Subcontrator Bid Evaluation and Comparison Sheet

Trade Description: Bid Package 2 - Demolition Subcontrctor
Project Name: Jerry Sellers WRF - Pump Stations Rehab
Owner: City of Cocoa
Bid Date: Thursday, December 7, 2023

Scope Item Description		Creative Environmental Services Kim Langan (321) 228-1898 klangan.creative@gmail.com		PAW Demolition John Warych (727) 862-5956 johnw@pawdemo.com		Pece of Mind Environmental Brando Shoaf (407) 568-3456 bshoaf@peceofmind.com		Realco Wrecking Jerry Doherty (904) 757-7311 jdoherty@realcojax.com		Wharton Smith, Inc. Matt Peterson (407) 321-8410 mpeterson@whartonsmith.com
Base Bid Before Alternates		**$ 262,200.00**		**$ 316,510.80**		**$ 156,007.00**		**$ -**		**$ -**
Demolition Package	Y	$ 262,100.00	Y	$ 310,327.90	Y	$ 152,850.00		$ -		$ -
Payment and Performance Bonds	Y	$ -	Y	$ 6,082.90	Y	$ 3,057.00		$ -		$ -
Indemnification	Y	$ 100.00	Y	$ 100.00	Y	$ 100.00		$ -		$ -
Alternates/Adjustments										
		$ -		$ -		$ -		$ -		
		$ -		$ -		$ -		$ -		
		$ -		$ -		$ -		$ -		
		$ -		$ -		$ -		$ -		
Bid Document Requirements										
Bid Form	N		Y		Y					
Clarifications / Exceptions	Y		Y		Y					
Acknowledged Addenda	N		Y		Y					
	No Response to Update SOW				Bid Revised on 12/8/2023					
Additional Notes										
Sanctions and Litigation	N		N		N					
Licenses	N		Y		Y					
Proof of Bonding	N		Y		Y					
Value Engineering	N		N		N					
List of Subcontractors	N		Y		Y					
Insurance	N		Y		Y					
PE Stamped System	N/A Removed per Add 2		N/A Removed per Add 2		N/A Removed per Add 2					
SUBTOTAL:		$ 262,200.00		$ 316,510.80		$ 156,007.00		$ -		$ -
Bond Adjustment (If not Included):	0.0%		0.0%		0.0%			$ -		$ -
Scope Adjustment:										
Total Adjusted Scope:		**$ 262,200.00**		**$ 316,510.80**		**$ 156,007.00**		**$ -**		**$ -**
		$ 262,200.00		**$ 316,510.80**		**$ 156,007.00**		**NO BID**		**NO BID**

Recommend award to: Pece of Mind Environmental

Professional Demolition Proposal

General Contractor:	Wharton-Smith, Inc.
Contractor Contact:	Dwayne Kreidler
Project Name:	Jerry Sellers WRF Upgrades
Project Location:	375 North Cocoa Blvd., Cocoa, FL
Bid Number:	23-1544
Bid Date:	*12/6/23*
Bid Prepared By:	Todd Delay 407.509.5871 | tcdelay.creative@gmail.com

Dwayne,
Please note the following pertaining to the "Jerry Sellers WRF Upgrades" demolition project. Please review and call me with any questions that you might have. I look forward to hearing from you soon. Creative Environmental values the invitation to bid.

Demolition Scope:

Mobilization of Creative Environmental Services, Inc. (CES) equipment, materials and employees. Quantity: one (1). If any additional mobilizations including equipment are required there will be an additional cost of 1,000.00 per occurrence. If only personnel mobilization is required there will be an additional cost of $500.00 per occurrence.

PLAN PAGE 00C02 DATED SEPTMEBER 2023

1. **Remove approx. 35 LF of 6" drain line.**
2. **Remaining work listed on other pages.**

PLAN PAGE 00C04 DATED SEPTMEBER 2023

1. **Remove approx. 1,500 SF of asphalt pavement qualified at up to 2" thick.**
2. **Remove approx. 70 SF of sidewalk qualified at up to 6" thick.**

PLAN PAGE 00M01 DATED SEPTMEBER 2023

1. **Remove approx. 614 SF of 12" thick pump station top concrete slab.**
2. **Remove (3) 10" discharge risers and associated pipe supports.**
3. **Remove (2) sluice gate, frame, stem, and operator.**
4. **Remove approx. 256 LF of T-lock liner.**
5. **Remove (3) bubbler system.**
6. **Remove (3) 8" discharge riser and associated pipe supports.**
7. **Remove (3) influent pumps, guide rails and SS lifting chains.**
8. **Core drill (3) holes for new piping.**
9. **Remove (2) operator and 12" PV.**
10. **Remove (3) operator and 16" PV.**
11. **Remove approx. 25 LF of section of pipe for new allow for new drain installation.**

PLAN PAGE 00M02 DATED SEPTMEBER 2023

1. **Remove above ground 24" piping, 24" tees, dismantling joints and pipe supports.**
2. **Remove (2) sluice gate, frame, stem, and operator.**
3. **Remove 8" piping 6" below grade.**
4. **Remove (3) 16" PV and operator.**

Creative Environmental Services, Inc
PO Box 541509 Orlando, FL 32804
Office: 888.351.3755
Fax: 407.210.0538

Professional Demolition Proposal

5. **REMOVE APPROX. 27 SF OF CONCRETE PAD.**
6. **REMOVE (1) 8" PV AND OPERATOR.**
7. **REMOVE (2) 12" PV AND OPERATOR.**
8. **REMOVE (3) HATCHES.**
9. **REMOVE (3) FRP PIPING.**
10. **REMOVE (6) DISCHARGE PIPING AND VALVES.**
11. **REMOVE (1) 2" 316 SST MANUAL AIR RELEASE DRAIN.**

PLAN PAGE 00M07 DATED SEPTMEBER 2023

1. **REMOVE IR PUMP STATION SLAB AND EQUIPMENT PADS. (600 SF)**
2. **REMOVE PUMPS, PIPES, FITTINGS, PUMP PADS, SEAL WATER SYSTEMS, AND SUPPORTS.**

PLAN PAGE 00M013 DATED SEPTMEBER 2023

1. **REMOVE (5) MANUAL SLIDE GATES AND ACTUATORS.**

PLAN PAGE 00S02 DATED SEPTEMBER 2023

1. **REMOVE APPROX. 736 SF OF 12" THICK TOP SLAB.**
2. **REMOVE (9) ACCESS HATCHES.**
3. **REMOVE (6) PIPE SUPPORTS.**
4. **REMOVE T-LOCK LINER.**
5. **SELECTIVELY REMOVE GROUT BY OTHERS.**
6. **CORE DRILL (3) HOLES FOR DRAINPIPES. (15")**

TO INCLUDE LOAD OUT, HAUL OFF AND DISPOSAL OF ALL GENERATED DEMOLITION DEBRIS, CONCRETE, METALS, ETC. TO AN APPROPRIATE END DESTINATION.

TO EXCLUDE ADDITIONAL ITEMS NOTED MENTIONED ABOVE UNLESS NOTED OTHERWISE:

- ASBESTOS SURVEY AND/OR ABATEMENT/HAZARDOUS MATERIALS
- NIGHTS/WEEKENDS/OVERTIME/ADDITIONAL MOBILIZATIONS (UNLESS STATED IN THE PROPOSAL)
- SHORING OR BRACING OF ANY KIND / BARRICADES.
- WEATHER PROTECTION; TEMP BARRIERS, PERMITTING OF ANY KIND
- PREP, PATCH OR REPAIR OF ANY KIND
- LAYOUTS
- TEMP POWER, WATER AND LIGHTS
- NO DEMOLITION EXCEPT THAT WHICH IS EXPRESSLY STATED ABOVE
- GLUES/MASTICS/FLOOR PREP/MORE THAN ONE LAYER OF FLOOR COVERINGS
- BADGING/BACKGROUND CHECKS/FINGER PRINTING
- X-RAY/GPR/BURIED OR HIDDEN DEBRIS/FILL DIRT
- DAVIS BACON/FEDERAL WAGES/ANY WAGE REQUIREMENTS NOT SPECIFICALLY LISTED ON PROPOSAL

TOTAL COST: TWO HUNDRED SIXTY-TWO THOUSAND ONE HUNDRED DOLLARS $262,100.00

Creative Environmental Services, Inc
PO Box 541509 Orlando, FL 32804
Office: 888.351.3755
Fax: 407.210.0538

Professional Demolition Proposal

TERMS AND CONDITIONS:

1. CREATIVE ENVIRONMENTAL SERVICES, INC. IS TO RETAIN 100% SCRAP AND SALVAGE RIGHTS ON PROJECT.
2. RETENTION ON PROJECT IS TO BE REDUCED BY HALF AT PHASE END OR PROJECT COMPLETION WHICHEVER IS APPLICABLE. THE REMAINDER OF RETENTION BY HELD WILL BE RELEASED WITHIN 30 DAYS OF PROJECT COMPLETION.
3. PAYMENT TO BE MADE WITHIN 30 DAYS OF BILLING SUBMISSION.
4. A 1.5% DISCOUNT IS OFFERED IF PAYMENT IS RECEIVED WITHIN 10 DAYS OF BILLING SUBMISSION.
5. CREATIVE ENVIRONMENTAL SERVICES, INC. WILL FILE A NOTICE TO OWNER ON ALL PROJECTS AND RESERVES THE LEGAL RIGHT TO FILE A LIEN WITHIN PERMISSIBLE TIME LIMITS. PRIOR TO THIS PROCESS CES, INC. WILL CONTACT THE GENERAL CONTRACTOR.
6. IN THE EVENT CES, INC. ENCOUNTERS ANY HAZARDOUS MATERIALS WHILE PERFORMING WORK, CES, INC MAY STOP WORK UNTIL SUCH TIME A FEE HAS BEEN NEGOTIATED BETWEEN THE GENERAL CONTRACTOR AND CES, INC. FOR THE REMOVAL OF THE HAZARDOUS MATERIALS. HAZARDOUS MATERIALS SHALL MEAN ANY MATERIAL THAT BECAUSE OF ITS QUANTITY, CONCENTRATION OR PHYSICAL CHEMICAL CHARACTERISTICS MAY POSE A REAL HAZARD TO HUMAN HEALTH OR THE ENVIRONMENT. HAZARDOUS MATERIALS SHALL INCLUDE, BUT NOT BE LIMITED TO, FLAMMABLE AND COMBUSTIBLE MATERIAL, TOXIC MATERIAL, CORROSIVE MATERIAL, AEROSOLS, COMPRESSED GASES, MERCURY, ASBESTOS, BULK FUELS, MEDICAL WASTE AND CHEMICAL, BIOLOGICAL, MOLD, LEAD AND RADIOLOGICAL MATERIALS.
7. THE EXCLUSIVE VENUE FOR ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE THE COURT WITH THE APPROPRIATE SUBJECT MATTER JURISDICTION LOCATED IN THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY. IF, HOWEVER, ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT IS THE BASIS FOR THE FORECLOSURE OF ANY LIEN FILED BY CREATIVE ENVIRONMENTAL SERVICES, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED IN THAT LIEN FORECLOSURE ACTION. FURTHER, THE PREVAILING PARTY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE AWARDED ITS FEES AND COSTS INCURRED IN THAT LITIGATION.
8. CREATIVE ENVIRONMENTAL SERVICES, INC. INCLUDES THE COSTS OF INSURANCES, ETC. AS PER PROVIDED SAMPLE CERTIFICATE OF INSURANCE BY GENERAL CONTRACTOR/OWNER.
9. CREATIVE ENVIRONMENTAL SERVICES, INC. WILL SUBMIT A SCHEDULE OF VALUES FOR DELINEATION OF BILLING PERTAINING TO PERCENTAGE OF COMPLETED ACTIVITIES.

EXECUTION OF AGREEMENT:

_____ _____

SIGNATURE **DATE**

_____

PRINTED NAME

_____ _____

TODD DELAY OWNER/PRESIDENT CREATIVE ENVIRONMENTAL SERVICES, INC. **DATE**

Creative Environmental Services, Inc
PO Box 541509 Orlando, FL 32804
Office: 888.351.3755
Fax: 407.210.0538

BID FORM

Project: City of Cocoa Jerry Sellers WRF Upgrades

Bid Package: Demolition Subcontractor

To: Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32746
dkreidler@whartonsmith.com

Bidder Information:

Company: PAW MATERIALS, INC

Contact Name: DEREK WOHLFIEL Title: ESTIMATOR

Address: 6640 CR 52 HUDSON, FL 34667

Phone Number: 727-351-2068 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- [X] Bid Form
- [ ] Sanctions and Litigation
- [X] Licenses
- [X] Proof of Bonding Capability
- [ ] Value Engineering Proposal
- [X] List of Subcontractors
- [X] Certificate of Insurance
- [X] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1	Dated 11/3/23	No. 3	Dated 12/5/23
No. 2	Dated 11/30/23	No. _____	Dated _____

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Demolition Package	1	LS	$ 304,145.00	$ 304,145.00
4.	Payment & Performance Bonds	1	LS	$ 6082.90	$ 6082.90
5.	Indemnification (Subcontractor only)	1	LS	$ 100.00	$ 100.00
				TOTAL BASE BID:	$ 310,327.90

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

THREE HUNDRED TEN THOUSAND THREE HUNDRED TWENTY-SEVEN AND 90/100

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
~~1.~~	~~PE Stamped Shoring System Submittal Package~~	N/A PER ADD 2

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature	Print Name / Title	Date
	RICHARD WOHLFIEL / PRESIDENT	12/6/23

List of Subcontractors

1) Kelley Crane + Equipment
2) Concrete Cutting + Breaking

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MOONEY, RONALD C

PAW MATERIALS, INC.
6640 STATE ROAD 52 W
HUDSON FL 34667

LICENSE NUMBER: CGC1526440

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

PAWMATE-01 JMONBARREN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ASSOCIATES AGENCY, INC. 11470 N 53rd St Temple Terrace, FL 33617	CONTACT NAME: PHONE (A/C, No, Ext): (813) 988-1234 FAX (A/C, No): (813) 988-0989 E-MAIL ADDRESS: certs@associatesins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Zurich American Insurance Company — 16535
INSURED P A W Materials Inc dba PAW Demolition 6640 State Road 52 Hudson, FL 34667	INSURER B : Great American Fidelity Insurance Company —
	INSURER C : Westchester Surplus Lines Ins. Co. — 10172
	INSURER D : Ohio Casualty Insurance Company — 24074
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Demolition & Recycli GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLO 2930369-01	10/1/2023	10/1/2024	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY — SCHEDULED AUTOS X HIRED AUTOS ONLY — X NON-OWNED AUTOS ONLY		X	BAP 2930370-01	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	TSU 5316906 00	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 2930368-01	10/1/2023	10/1/2024	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
C	Pollution Policy			G71665239 001	3/31/2023	3/31/2024	Occ/Agg	5,000,000
D	Equipment Floater			BMO60989003	3/31/2023	3/31/2024	Scheduled Equipment	

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

Job Location: 375 N Cocoa Blvd, Cocoa, FL 32922

Wharton-Smith, Inc. and Project Owner-City of Cocoa Beach are additional insured on the general liability for ongoing and completed operations when required by contract. General Liability is primary and non-contributory when required by contract. Endorsements attached. Wharton-Smith, Inc. and Project Owner are additional insured under the auto liability and umbrella liability policies as respects the operations of the named insured when required by written contract. A waiver of subrogation applies to the General Liability, Auto Liability , Umbrella Liability and Workers Compensation policies in favor of Wharton-Smith, Inc. and Project Owner-City of Cocoa Beach when required by contract.

CERTIFICATE HOLDER

Wharton-Smith, Inc.
Attn: Risk Management
750 Monroe Road
Sanford, FL 32771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FCCI INSURANCE GROUP

PROTECTING BUSINESS, PROPERTY AND PEOPLE

FCCI Insurance Group
Pre-Qualification Letter

December 6, 2023

Wharton-Smith Inc
750 Monroe Rd
Sanford Fl 32771

Re: **PAW Materials Inc dba PAW Demo**
6640 State Rd 52
Hudson Fl 34667

To Whom it May Concern:

It has been the privilege **FCCI Insurance Company** to provide surety bonds on behalf of PAW Materials Inc since April 2017, during which time PAW Materials Inc has performed and we have issued performance and payment bonds for contracts valued in the range of $4,000,000.00 and above. In our opinion, PAW Materials Inc remains properly financed, well equipped, and capably managed.

As of December 6, 2023, **FCCI Insurance Company** and/or its subsidiary, BRIERFIELD Insurance Company, have provides surety credit to ____PAW Materials Inc _____ for single projects up to __$7,500,000__ and an aggregate uncompleted backlog of ___$15,000,000 As always, **FCCI Insurance Company** reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing.

FCCI INSURANCE COMPANY is rated "A" (Excellent) with a financial size category of IX ($500 Million) by AM Best and has a US Treasury Limit exceeding $43 million.

Sincerely
FCCI Insurance Company
Brierfield Insurance Company

Jason Farquhar
Attorney In Fact
813 988 1234

BID CLARIFICATIONS

* SEE EXCERPT FROM ADDENDUM #2 REGARDING DEMO BID SCOPE *

Clarifications:

1. **Demolition Bid Package Clarification**:
   a. For the influent pump station:
      1) The cleaning and disposal of the material within the influent pump station wetwells shall be performed by others.
      2) The PE stamped shoring system for the existing walls shall be performed by others.
   b. For the headworks:
      1) The cleaning and disposal of the material within the headworks shall be performed by others.

FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www. FloridaSuretyBonds.com

June 29, 2023

RE: Pece of Mind Environmental, Inc.

To Whom It May Concern:

We are pleased to be the surety agents for Pece of Mind Environmental, Inc. Bonds are currently written through Merchants Bonding Company (Mutual) which is A.M. Best Rated A, VIII and has a U.S. Treasury Listing of $ 21,063,000.00.

We usually anticipate no difficulties in providing surety bonds for Pece of Mind Environmental, Inc. in the $15,000,000 single, $50,000,000 aggregate range. This letter is not a commitment to provide any bonds unless all underwriting requirements including contract, bond form and financing review are met prior to issuing any bonds. Neither our agency, nor the surety is liable for any damages relating to this letter or project.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Susan Reich
Vice President

BID FORM

Project: City of Cocoa Jerry Sellers WRF Upgrades

Bid Package: Demolition Subcontractor

To: Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32746
dkreidler@whartonsmith.com

Bidder Information:

Company: Pece of Mind Environmental

Contact Name: Eric Robertson Title: Estimator

Address: 1575 Aber Road, Orlando, FL 32807

Phone Number: 407-335-7212 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- [x] Bid Form
- [ ] Sanctions and Litigation
- [x] Licenses
- [x] Proof of Bonding Capability
- [ ] Value Engineering Proposal
- [ ] List of Subcontractors
- [x] Certificate of Insurance
- [x] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 11/3/2023 No. 3 Dated 12/5/2023

No. 2 Dated 11/30/2023 No. _____ Dated _____

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Demolition Package	1	LS	$	$ ~~87,450.00~~ $152,850.00
4.	Payment & Performance Bonds	1	LS	$ 2%	$ ~~1,750.00~~ $3,057.00
5.	Indemnification (Subcontractor only)	1	LS	$ 100.00	$ 100.00
				TOTAL BASE BID:	$ ~~89,300.00~~ $155,907.00

12/8/2023

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	PE Stamped Shoring System Submittal Package	NA

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature	Print Name / Title	Date
	Eric Robertson Estimator	12/07/2023

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PECE, STEVE ANTHONY

PECE OF MIND ENVIRONMENTAL INC
1575 ABER ROAD
ORLANDO FL 32807-6209

LICENSE NUMBER: CGC1515255

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

DEMOLITION BID

December 7, 2023

Estimating contact for questions: Eric Robertson 407-335-7212
erobertson@peceofmind.com

CUSTOMER: Wharton Smith 750 Monroe Road Sanford, FL 32771	***PROJECT: VOL #:23*** ***Jerry Sellers WRF Upgrades*** ***375 N Cocoa Blvd.*** ***Cocoa, FL 32922***

CONTACT:	***EMAIL:***	***PHONE:***	***FAX:***
Wayne Kreidler	dkreidler@whartonsmith.com	*407-321-8410*	

Pece Of Mind Environmental, Inc. will furnish all necessary labor, materials, machinery, equipment, worker's compensation insurance, and liability insurance to perform the following scope of work in accordance with the plans and specifications supplied. Any changes or deviation from this scope of work will only be executed upon written notice or change order. Such changes that create extra costs will be added to the original proposal price. Pece Of Mind Environmental, Inc. will not be held responsible for delays, strikes, or matters beyond our control. This proposal is valid for 30 days.

Base Scope of Work
Demolish, Remove, & Haul:

12" Topping Slab	1,150	SF
Equipment Slab	291	SF
Pipe Removal	400	LF
Pump Removal	6	EA

Inclusions	***Exclusions***	
• *Taxes* • *Dumpsters, trucking, and landfill fees* • *All scrap salvage rights including all structures, mechanical equipment, plumbing services, and electrical equipment and wiring*	• *Hazardous waste* • *Asbestos surveys or abatement* • *Mold remediation* • *Utility disconnects or relocation* • *Permit fees or notification fees* • *Patching or repairing* • *Salvage for others* • *Storage of salvaged items* • *Temporary access to power and water* • *Night, weekend, or holiday work* • *Core drilling* • *Exterior dry-in or weather proofing* • *Shoring, bracing, or lintels*	• *Payment service fees* • *Liquidated Damages* • *Roof items* • *Openings for new MEPF systems not qualified on this proposal* • *Concrete scanning* • *Cleaning and disposal of effluent materials* • *Surface prep*

Cost of Base Scope of Work	***~~$87,450.00~~*** $152,850.00
Cost of Payment & Performance Bond	***2% of contract***
Mobilizations Included	***3***
Terms of Payment	***Progress Billing*** 12/8/2023

NATIONAL DEMOLITION ASSOCIATION

Phone: 407-568-3456
Fax: 407-568-1954
1575 Aber Road
Orlando, Florida 32807

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RRL Insurance Agency 4450 W Eau Gallie Blvd., #115 Melbourne FL 32934	**CONTACT NAME:** Certificates **PHONE (A/C, No, Ext):** 321-421-6308 **FAX (A/C, No):** 321-752-7980 **E-MAIL ADDRESS:** services@rrl-ins.com
INSURED PECEMINDD Pece of Mind Environmental, Inc. 1575 Aber Road Orlando FL 32807	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Key Risk a Berkley Company — 10885 **INSURER B :** Colony Specialty Insurance Company — 36927 **INSURER C :** Nautilus Insurance Company **INSURER D :** American Interstate Insurance Company **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 718946389 **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	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR [ ] [X] XCU & Contractua GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [X] OTHER: Per Proj Agg inc	Y	Y	ECP203289113	8/31/2023	8/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liab	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 Agg
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]	Y	Y	BAP203289313	8/31/2023	8/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	FFX203289213	8/31/2023	8/31/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	AVWCFL3205712023	8/31/2023	8/31/2024	[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
C B	Pollution Liability Equipment/Property	Y	Y	ECP203289113 IM257297-1	8/31/2023 8/31/2023	8/31/2024 8/31/2024	Pollution EQUIP DED Leased/Rental Equip	2,000,000 2,500 $500,000

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

CERTIFICATE HOLDER

For Information Only
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-- -- --

CANCELLATION 30 Days

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Subcontrator Bid Evaluation and Comparison Sheet

Trade Description:	**Bid Package 3 - Concrete & Masonry**
Project Name:	**Jerry Sellers WRF - Pump Stations Rehab**
Owner:	**City of Cocoa**
Bid Date:	**Thursday, December 7, 2023**

Scope Item Description		Integ-Crete Construction Justin Drawdy (772) 216-4412 justin@integcrete.com		VMG Constructin, Inc. Adolfo Galvan (407) 347-9536 adolfo@vmgconstructioninc10.com		Wharton Smith, Inc. Matt Peterson (407) 321-8410 mpeterson@whartonsmith.com
Base Bid Before Alternates		**$ -**		**$ -**		**$ 350,000.00**
Concrete & Masonary Package		$ -		$ -	Y	$ 349,900.00
Payment & Performance Bonds		$ -		$ -	N	$ -
Indemnification		$ -		$ -	Y	$ 100.00
Alternates						
		$ -		$ -		$ -
		$ -		$ -		$ -
		$ -		$ -		$ -
		$ -		$ -		$ -
Bid Document Requirements						
Bid Form						
Clarifications / Exceptions						
Acknowledged Addenda						
Additional Notes						
SUBTOTAL:		$ -		$ -		$ 350,000.00
Bond Adjustment (If not Included):	0.0%					
Scope Adjustment:						
Total Adjusted Scope:		**$ -**		**$ -**		**$ 350,000.00**
		NO BID		**NO BID**		**$ 350,000.00**

Recommend award to: Wharton Smith, Inc.

BID FORM

Project: City of Cocoa Jerry Sellers WRF Upgrades

Bid Package: Concrete and Masonry Subcontractor Package

To: Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32746
dkreidler@whartonsmith.com

Bidder Information:

Company: Wharton-Smith, Inc.

Contact Name: Matthew Peterson Title: Project Executive

Address: 750 Monroe Road, Sanford, FL 32771

Phone Number: 407.321.8410 Fax: N/A

Bid Proposal Documentation Checklist (check all that apply):

- [X] Bid Form
- [ ] Sanctions and Litigation
- [ ] Licenses
- [ ] Proof of Bonding Capability
- [ ] Value Engineering Proposal
- [ ] List of Subcontractors
- [ ] Certificate of Insurance
- [ ] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. One Dated 11.03.23 No. Two Dated 11.30.23

No. Three Dated 12.05.23 No. _____ Dated _____

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Concrete & Masonry Package	1	LS	$ 349,900	$ 349,900
2.	Payment & Performance Bonds	1	LS	$ N/A	$ N/A
3.	Indemnification (Subcontractor only)	1	LS	$ 100.00	$ $100.00
				TOTAL BASE BID:	$ 350,000

Three hundred fifty thousand dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package: Concrete Mix Designs	30 days
2.	Submittal Package: Rebar Shop Drawings	30 days
3.	Submittal Package: Lintel Repair	40 days
4.	Rebar Lead Time (Release to Delivery)	20 days
5.	Lintel Lead Time (Release to Delivery)	10 days

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature	Timothy S. Smith, President/CEO	12.06.2023
Timothy S. Smith, President/CEO	Print Name / Title	Date

Subcontrator Bid Evaluation and Comparison Sheet

Trade Description:	**Bid Package 4 - Coatings**
Project Name:	**Jerry Sellers WRF - Pump Stations Rehab**
Owner:	**City of Cocoa**
Bid Date:	**Thursday, December 7, 2023**

Scope Item Description		Exceletech Coating and Applications, LLC Rick Scruggs (352) 394-2155 rick@excelcoatings.com		The Crom Corporation Cliff Dykes (352)239-9165 cdykes@cromcorp.com		Universal Painting Josh Nickerson (813) 270-9771 jan@uipcl.com
Base Bid Before Alternates		**$ 784,649.00**		**$ 1,324,030.00**		**$ 699,677.00**
Painting & Coatings	Y	$ 374,166.00	Y	$ 759,937.00	Y	$ 349,067.00
0 to 0.5" Concrete Repair	Y	$ 3,579.00	Y	$ 6,140.00	Y	$ 6,057.00
0.5 to 1" Concrete Repair	Y	$ 5,164.00	Y	$ 9,977.00	Y	$ 7,654.00
1 to 2" Concrete Repair	Y	$ 39,200.00	Y	$ 63,670.00	Y	$ 39,411.00
Greater than 2"	Y	$ 313,500.00	Y	$ 443,490.00	Y	$ 228,732.00
Greater than 2" w/Reinforcement	Y	$ 26,090.00	Y	$ 32,166.00	Y	$ 41,749.00
Payment & Performance Bods	Y	$ 22,850.00	Y	$ 8,550.00	Y	$ 26,907.00
Indemnification	Y	$ 100.00	Y	$ 100.00	Y	$ 100.00
Alternates/Adjustments						
		$ -		$ -		$ -
		$ -		$ -		$ -
		$ -		$ -		$ -
Bid Document Requirements						
Bid Form		Y		Y		Y
Clarifications / Exceptions		Y		Y		Y
Acknowledged Addenda		Y		Y		Y
Additional Notes						
Sanctions and Litigation		N		Y		N
Licenses		Y		Y		N
Proof of Bonding		Y		Y		Y
Value Engineering		N		Y		N
List of Subcontractors		N		Y		N
Insurance		Y		Y		Y
Unit Prices Confirmed		Y		Y		Y
SUBTOTAL:		$ 784,649.00		$ 1,324,030.00		$ 699,677.00
Bond Adjustment (If not Included):	0.0%		0.0%		0.0%	
Scope Adjustment:						
Total Adjusted Scope:		**$ 784,649.00**		**$ 1,324,030.00**		**$ 699,677.00**
		$ 784,649.00		**$ 1,324,030.00**		**$ 699,677.00**

Recommend award to: Universal Painting

BID FORM

Project: City of Cocoa Jerry Sellers WRF Upgrades

Bid Package: Painting and Coatings Subcontractor Package

To: Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32746
dkreidler@whartonsmith.com

Bidder Information:

Company: Exceletech Coatings

Contact Name: Rick Scruggs Title: Estimator

Address: 221 N. Highway 27 Suite I, Clermont, Fl. 34711

Phone Number: 407 -466-4429 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- [x] Bid Form
- [ ] Sanctions and Litigation
- [x] Licenses
- [x] Proof of Bonding Capability
- [ ] Value Engineering Proposal
- [ ] List of Subcontractors
- [x] Certificate of Insurance
- [x] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 11-3-23 No 3 Dated 12-5-23

No. 2 Dated 11-30-23 No._____ Dated_____

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Painting and Coatings	1	LS	$	$ 374,166.00
2.	0 to 0.5" Concrete Repair	100	Sq Ft	$ 35.79	$ 3,579.00
3.	0.5 to 1" Concrete Repair	100	Sq Ft	$ 51.64	$ 5,164.00
4.	1 to 2" Concrete Repair	500	Sq Ft	$ 78.40	$39,200.00
5.	Greater than 2" Concrete Repair w/o corroded reinforcement	3,000	Sq Ft	$ 104.50	$313,500.00
6.	Greater than 2" Concrete Repair w/ corroded reinforcement	200	Sq Ft	$130.45	$26,090.00
7.	Payment & Performance Bonds	1	LS	$	$ 22,850.00
8.	Indemnification (Subcontractor only)	1	LS	$ 100.00	$ 100.00
				TOTAL BASE BID:	$ 784,649.00

Seven hundred eighty four thousand & six hundred forty nine dollars & zero cents.

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	10 days
3.	Material Lead Time	3 weeks

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature	Print Name / Title	Date
	Ben Mucia / VP	12/6/23

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MUZIA, NICHOLAS

EXCELETECH COATING AND APPLICATIONS, LLC
5064 SE PINE KNOLL WAY
STUART FL 34997

LICENSE NUMBER: CBC1260676

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www. FloridaSuretyBonds.com

August 18, 2021

RE: Exceletech Coating and Applications, LLC

To Whom It May Concern,

We are pleased to be the surety agents for Exceletech Coating and Applications, LLC. Bonds are currently written through The Gray Insurance Company which is A.M. Best Rated A-, VIII and has a U.S. Treasury Listing of $ 13,513,000.00.

We usually anticipate no difficulties in providing surety bonds for Exceletech Coating and Applications LLC in the $1,000,000 single, $1,500,000 aggregate range.

This letter is not a commitment to provide any bonds unless all underwriting requirements including contract, bond form and financing review are met prior to issuing any bonds. Neither our agency, nor the surety is liable for any damages relating to this letter or project.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Susan Reich

Susan Reich
Vice President

EXCECOA-02 DSMITH2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hub International Florida
1560 Orange Avenue
Suite 750
Winter Park, FL 32792

CONTACT NAME:
PHONE (A/C, No, Ext): (407) 894-5431 FAX (A/C, No):
E-MAIL ADDRESS: Certificates.FLA@HubInternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIX Specialty Insurance	12833
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : NorGuard Insurance Company	31470
INSURER D : Westchester Surplus Lines Insurance Co.	10172
INSURER E :	
INSURER F :	

INSURED
Exceletech Coating and Applications, LLC
221 North Highway #27-I
Clermont, FL 34711

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			L1J-H885588	2/3/2023	2/3/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Standard Contractual						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			51-875495	2/3/2023	2/3/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
A	UMBRELLA LIAB X OCCUR			XL00021697	2/3/2023	2/3/2024	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EXWC394163	2/3/2023	2/3/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Pollution &			G73569709	2/3/2023	2/3/2024	Environmental	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As of the effective date of the policy, Larry Muzia, as owner, is excluded from WC.

Sample Cert For Bidding - for information only

CERTIFICATE HOLDER

*For Information Only - Sample Cert For Bidding
*Sample Cert For Bidding

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: L1J-H885588-00

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization for whom you are performing operations or for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization, provided such written contract or agreement has been executed prior to the occurrence of any loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization: Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description
All FL Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. EXWC103949 Endorsement No.
Insured Exceletech Coating and Applications, LLC Premium

Insurance Company NorGuard Insurance Company Countersigned by_____

© 1983 National Council on Compensation Insurance.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and

b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.	Any location, any project
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.	Any location, any project
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Exceletech Coatings Applications, LLC

Project Scope of Work | Bid Date | Estimator : Rick Scruggs | Phone # 407-466-4429

Provided herein is the scope of work that Exceletech Coating. intends to perform on the
City of Cocoa - Jerry Sellers WRF Upgrades **Project .**
Please review the items listed to ensure that our Interpretation of the project documents will meet the needs of your proposal.
This confidential information is not intended for distribution. Please acknowledge receipt and contact us if there is any conflicts.

Chemical Canopy Area per Add.#1	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Metal (Struct) Exterior, Existing Steel Columns (8)			
Masonry Exterior CMU, Existing Containment Wall (600sf) (1ct. Primer & 1ct. Finish)			
Masonry Exterior CMU, Existing Masonry Wall (210sf) (1ct. Primer & 1ct. Finish)			
Concrete Exterior, Canopy ceiling (150sf.) (1ct. Primer & 1ct. Finish)			

Influent P.S. (Raven 405)	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Concrete Submerged, Existing interior concrete walls per 00S03			
Concrete Submerged, New interior concrete ceiling per 00S03			
Concrete Submerged, Existing interior concrete floor per 00S03 Note 4			

Headworks (Raven 405)	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Concrete Submerged, T-Lock (Removal Grit chamber only)			
Concrete Submerged, Existing submerged concrete walls & overhead (Repair up to @ 1/2") per 00S04 Note 4			

Transfer P.S. Pump Replacement (New work only)	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Metal (P&E) Exterior, (3) New Pumps			

IR P.S. - DIP & Pumps	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Metal (P&E) Exterior, New Exterior exposed DIP			
Metal (P&E) Submerged, New IR 20" DIP Submerged			

Influent P.S. - New DIP	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Metal (P&E) Exterior, Exterior exposed DIP			

Concrete Repair 0 to 0.5" (100SF)	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Concrete- , 0 to .5" (100sf.)			

Concrete Repair 0.5 to 1" (100SF.)	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Concrete- , 0.5 to 1" (100sf.)			

Concrete Repair 1" to 2" (500SF.)	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Concrete- , 1" to 2" (500sf.)			

Greater than 2" Concrete Repair w/o corroded reinforcement (3,000SF.)	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Concrete- , Greater than 2" w/o reinforcement (Qualify up to 3")			

Greater than 2" Concrete Repair with corroded reinforcement (200SF.)	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Concrete- , Greater than 2" with reinforcement (Qualify up to 3")			

MCC 3 & 4 Bldg. - Exterior	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Masonry Stucco, Existing Exterior			

221 N Hwy 27 Suite I Clarimont, FL 34711 Phone (352) 394-2155 Fax (352) 394-5422

Exclusions/Notes:
Proposal is based on a 40-hour workweek,
Electricity and Water shall be supplied by others,
All Metals are to be prepared and shop primed by others,
Exclude Aluminum in contact with concrete,
Exclude all Manholes unless stated above,
Exclude all labels other than stencils and self-adhesive pipe markers ,
Exclude all pipe interiors,
Exclude all tank floors/bottom unless otherwise stated,
All water retaining structures shall be clean and maintained dry by others,
All crane lifts and assistance with unloading materials and equipment shall be provide by others,
Exclude FRP Ducts, Piping & Scrubbers,
Payments beyond 45 days is subject to a 1.5% Fee,
This proposal and work scope shall become part of the contract and any unlisted work shall be done on a change order,
Guarantee shall be 1 year from date of acceptance not to exceed 18 months from date of installation,
Bid price based on Exceletech Coatings standard wages. If Davis Bacon required, please contact us prior to bid date.,
Exclude all below grade pipe,
Exclude all lead and asbestos abatement ,
All damaged/abraded field welded and beyond maximun re-coat window items that were shop/factory pre-finished will, be repaired on a T&M basis,
if factory/shop primed items are noncompatible with the specified paint system, the barrier coat or removal and reprime, shall be done on a T&M basis,
No Enviroment Controls,weather has not been included. Ambient and Substate Temperature must be within manufacturers , products data sheets,

221 N Hwy 27 Suite I Clarimont, FL 34711 Phone (352) 394-2155 Fax (352) 394-5422



CROM®

CITY OF COCOA - JERRY SELLERS WRF UPGRADES
PAINTING AND COATINGS SUBCONTRACTOR
COCOA, FL
12/07/2023 @ 11:00AM

BUILDING AND RESTORING THE NATION'S INFRASTRUCTURE SINCE 1953

250 S.W. 36TH TERRACE | GAINESVILLE, FLORIDA | 32607-2889
PHONE 352.372.3436 | FAX 352.372.6209 | WWW.CROMCORP.COM
CHATTANOOGA, TN – FORT MYERS, FL – GAINESVILLE, FL – RALEIGH, NC – WEST PALM BEACH, FL

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A Letter from the President

Our number one focus is to make good things happen for you

We sincerely appreciate that you have chosen us to participate in the development of your project. Our number one focus is to make good things happen for our clients. Know that we are committed to the highest standard of safety and quality while executing with maximum efficiency.

CROM has maintained a tradition of excellence since it was founded in the early 1950's. When feasible and economically viable, our unique design/build team of engineers, managers, field, and shop personnel allows us to add un-paralleled value by addressing the root of infrastructure problems. Our internal collaboration between project development and execution provides a unique attention to safety, the highest standard of quality, and efficient performance. Our certified and skilled technicians are trained to inspect and assess essential infrastructure and are fully equipped with cutting edge technology to provide comprehensive and long-lasting restorative solutions for even the most complex structures and systems.

Committed to providing a safe and healthful place to work

Health & Safety: CROM is committed to providing a safe workplace and a healthy organizational environment for all of its team members. To achieve this, every reasonable effort will be made to implement and maintain conditions that support this commitment. Our Health, Safety, and Environmental (HSE) Department has developed our Safety Program to comply with all Local, State and Federal health and safety laws, regulations, and standards, with particular emphasis on the Occupational Safety and Health Act of 1970 and the OSHA Act requirements that apply to our construction operations.

The Company has set a "zero-accidents" goal for itself and its team members and will help provide the means to achieve this goal through continued management emphasis on high levels of safety performance and training. Assuring that we all work together to meet this goal helps protect CROM's vital

personal interest in the health and welfare of all our team members, as well as its interests in reducing factors that inhibit profitability and competitiveness.

Believes in being a part of the greater good

CROM believes in being a part of the greater good and focuses efforts to gain a better footprint in Environmental, Social, and Governance criteria.

Environment: CROM implements and tracks efficiencies in our trucking mileage, carpooling efforts, recycling, waste reduction, responsible use of natural resources and energy efficiency.

Social: As a company, we are committed to expanding our workplace diversity, experience-based positions available, and internal promotions through participation in our Field Advancement Program. Our team is active in our local communities to support our local charities.

Governance: Collaborating with our strategic partners allows us to maintain mutually beneficial and symbiotic relationships. We strive to maintain these relationships as well as the relationships with our CROM Team members to grow leadership, connection, and communication efforts throughout the cross sections of the company.

Our talented and committed team members all contribute to our corporate tradition of excellence

CROM has expanded its services and markets. Our specialties include: prestressed concrete tank design and construction, concrete removal and surface preparation, condition and assessments, infrastructure upgrades-safety and structural, high performance coatings, shotcrete, and structural solutions while also offering Continuing Service Agreements for 24/7 restorative and emergency needs. Our talented and committed team members all contribute to our corporate tradition of excellence and we are confident that this steadfast tradition will continue throughout our strategic expansion efforts.



Robert G. Oyenarte, PE
President

CROM STANDARD OF EXCELLENCE

CROM is a specialty contractor focused on safely building and restoring essential infrastructure. As a leader in the Water and Wastewater Industry, we have maintained a noteworthy standard of excellence for nearly seven decades. Our culture of performance is built on a foundation of Core Values: Respect, Integrity, Honesty, and Team Unity, to ensure we make good things happen for our clients.

SPECIALTIES

Our Broad Scope of Expertise Includes:

- Design & Construction of Prestressed Concrete Tanks
- Concrete Removal and Surface Preparation
- Durability Inspections and Assessments
- Continuing Service Agreements
- Infrastructure Upgrades
- Shotcrete
- Specialty Fabrications
- Structural Solutions
- High Performance Coatings

PRESTRESSED CONCRETE TANKS

Designed and Constructed 4,750 Prestressed Concrete Tanks with 7.5 billion gallons of liquid contained over the past 70 Years including tanks for:

- Water/Wastewater Storage
- Oxidation/Aeration
- Fire Protection
- Thermal Energy Storage

CREDENTIALS

- 15 Licensed Professional Engineers on Staff including 1 PhD and 3 Structural Engineers
- 20 ACI Certified Nozzlemen - Trained Nozzlemen Have Attained ACI Cp-60 Shotcrete Nozzleman Certification
- Superintendents With an Average of Over 30 Years of Field Construction Experience
- Full Time Professional CAD Designers Educated in Architecture and CAD Design
- Professional Estimators Educated in Both Engineering and Construction Management

CERTIFICATIONS

CROM Team Members are Trained and Certified by the Following Governing Organizations:

- Association for Materials Protection & Performance (AMPP)
- American Concrete Institute (ACI)
- International Concrete Repair Institute (ICRI)
- American Shotcrete Association (ASA)

SAFETY & QA/QC

- 48 (100% of Project Managers and Superintendents) OSHA 30 Certified Members on Staff
- Dedicated In-House Safety & QA/QC Departments

TESTIMONIALS

"...Note of thanks to each and every one in your company...It was a great pleasure...I can honestly say that this was one of the best experiences working with a subcontractor that I have had in the last 25 years. Your team did everything they could do in safety to make sure that we had an accident free workplace and was always more than willing to accommodate me with any requests...it's very rare for me to see a company so organized and safety conscious as I have witnessed over the last several months..." - *Tony Wharton Smith*

"[working with CROM] was one of the best experiences I have had in my construction career...they could not have been more responsive or accommodating...From initial contact to actual site performance, the project went smoothly and efficiently. The project owner was extremely impressed." - *Pat Civil Works Contracting*

BID FORM

Project: City of Cocoa Jerry Sellers WRF Upgrades

Bid Package: Painting and Coatings Subcontractor Package

To: Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32746
dkreidler@whartonsmith.com

Bidder Information:

Company: CROM, LLC

Contact Name: Cliff Dykes Title: Business Development Manager

Address: 250 SW 36th Terrace
Gainesville, FL 32607

Phone Number: 352-372-3436 Fax: 352-372-6209

Bid Proposal Documentation Checklist (check all that apply):

- [x] Bid Form
- [x] Sanctions and Litigation
- [x] Licenses
- [x] Proof of Bonding Capability
- [x] Value Engineering Proposal
- [x] List of Subcontractors
- [x] Certificate of Insurance
- [x] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 11/03/2023 No. _____ Dated _____

No. 2 Dated 11/30/2023 No. _____ Dated _____

No. 3 DATED 12/5/2023

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Painting and Coatings	1	LS	$ 759,937.00	$ 759,937.00
2.	0 to 0.5" Concrete Repair	100	Sq Ft	$ 61.40	$ 6,139.89
3.	0.5 to 1" Concrete Repair	100	Sq Ft	$ 99.77	$ 9,977.29
4.	1 to 2" Concrete Repair	500	Sq Ft	127.34	63,671.50
5.	Greater than 2" Concrete Repair w/o corroded reinforcement	3,000	Sq Ft	147.83	443,490.00
6.	Greater than 2" Concrete Repair w/ corroded reinforcement	200	Sq Ft	160.83	32,165.00
7.	Payment & Performance Bonds	1	LS	$ 8,550.00	$ 8,550.00
8.	Indemnification (Subcontractor only)	1	LS	$ 100.00	$ 100.00
				TOTAL BASE BID:	$ 1,324,030.68

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	30 Days
3.	Material Lead Time	10 Days

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Kathy Turben	Kathy Turben / Director of Bidding & Estimating	12/7/2023
Signature	Print Name / Title	Date

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Rev. 05-05-23

Five (5) Year Litigation Summary
CROM, LLC
2019-2023

1. Clay County Utility Authority v. Beach Construction Company, Inc. v. CROM, LLC (Clay County, FL) *This matter is settled and suit dismissed.* In 2021, CROM received a 3rd Party Complaint from Beach Construction, alleging a construction defect for a tank built in 2008. The allegations from Beach, which was the General Contractor, that went out of business shortly after the project, are vague and make no specific allegations. Beach failed to correctly install the underdrain system, and voids opened up underneath the tank—none of which were included in CROM's scope of work. In 2019, the owner then hired CROM to re-build a replacement tank with a new general contractor next to the tank with the underground failure. CROM is defending this suit with insurance counsel. The parties reached a confidential settlement with case dismissal in Fall 2022.

2. BBI Construction Management, Inc. ("BBI"). v. Clay County Utility Authority ("CCUA") v. Westfield Insurance (BBI's Surety) v. CROM, LLC (Clay County, FL) *This matter is settled and suit dismissed.* In early 2018, CROM successfully completed construction of a .45-MG Clarifier Tank for Clay County Utility Authority ("CCUA"), the Owner, in Fleming Island, FL. At the time of tank acceptance in summer of 2018, BBI, the general contractor, who is responsible for the underdrain system, failed to properly maintain the underdrain, causing damage to the tank floor. The underdrain system is excluded from CROM's scope of work. In August 2019, CROM received a Third Party Complaint from BBI, the general contractor, bringing CROM into a claim that BBI filed against CCUA, the owner, alleging breach. Subsequent to the suit, CCUA hired CROM to restore the tank floor to its original condition. CROM has successfully completed the floor restoration for CCUA. The Parties reached confidential settlement in Spring 2023.

3. CROM, LLC v. Ortega Industrial Contractors, Inc. and Western Surety Company (Alachua County, FL) *This matter is settled, and the suit is dismissed.* In March 2022, CROM filed suit against Ortega and its surety due to non-payment for satisfactory work completed for and accepted by Gainesville Regional Utilities, owned by the City of Gainesville, FL, to collect CROM's retainage that has been paid to Ortega, the General Contractor. Ortega is in receipt of CROM's retainage, but has since gone out of business and dissolved. In this case, the Engineer of Record ("EOR"), CH2MHill specified a coating that took some time to gain acceptance by the Owner, but is accepted in full. Ortega is charging the delay in acceptance against CROM, although it was the specification of the EOR, and there are no allegations of application error. CROM is looking to Ortega and its surety for payment of its retainage. CROM and Ortega entered into a confidential settlement with case dismissal in April 2022.

4. CROM, LLC v. J. Cumby Construction, Inc. Westfield Insurance Company (Bledsoe County, TN). *This matter is ongoing.* In April 2022, CROM filed suit against General Contractor, J. Cumby and its surety for non-payment of the final retainage. CROM successfully completed the works, including six (6) tanks, per the contract documents. CROM's work has been fully accepted by the Owner, Bledsoe Correctional Complex in Pikeville, TN, and the General Contractor. However, J. Cumby is backcharging CROM for the site work not being prepared before CROM mobilized to begin construction of CROM's scope of work. The site work was a responsibility of J. Cumby and was specifically excluded from CROM's scope of work in the contract. Nonetheless, J. Cumby alleges its delays in completion of the site work were caused by CROM. The parties are engaged in settlement talks.

5. CROM v. Stellar Concrete, LLC (Alachua County, Florida): *This matter is settled and suit is dismissed.* In 2022, CROM filed suit to enforce an agreement between CROM and Stellar, where the Stellar, CROM's subcontractor, failed to perform. CROM issued a backcharge that Stellar agreed to pay. When Stellar failed to make payments, then CROM filed suit. The parties reached a confidential settlement agreement in June 2022.

6. CROM V. Foundation Professionals of Florida, Inc. (Columbia County, Florida) *This matter is ongoing.* In 2022, CROM filed suit for breach of contract in order to collect payment from the Contractor, Foundation Professionals of Florida, Inc. ("Foundation Pros") for work that was performed pursuant to a signed contract and change orders. In 2021, CROM had issued a stop work order due to non-payment by Foundation Pros., to no avail. Now the matter has been filed and the parties plan to mediate to settle.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

OYENARTE, ROBERT GLENN

CROM, LLC
250 SW 36TH TERRACE
GAINESVILLE FL 32607

LICENSE NUMBER: CGC1517301

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Your payment was processed. Print this tax receipt for your records. It was also sent to stillman@cromcorp.com

Online Business Tax Receipt(1)

Business Name **CROM, LLC**

Business Tax ID **36596**

This constitutes your business tax receipt for 10/1/2023 - 9/30/2024.

Your business tax(es) for the fiscal year ***10/1/2023 - 9/30/2024*** are as follows:

Business Categories

ID	Service Name	Tax Amount	Explanation of Calculations
1000	STATE LICENSE/CERTIFICATION REQUIRED	$0.00	
1360	CONTRACTOR-GENERAL-UNLIMITED	$131.25	Business category flat fee of $131.25
1940	ENGINEER	$210.00	Per item fee $105.00. Value submitted for taxation is 2.
6801	COMMERCIALLY ZONED	$0.00	
****	Payment	($341.25)	Posted on 9/6/2023
	TOTAL DUE:	$0.00	

Please note that the maximum charge for any single service is $525

Amount Due on ***Tuesday, October 31, 2023*** is **$0.00**

(1) This page will serve as your business tax receipt for the fiscal year 10/1/2023 - 9/30/2024.

Payments must be time-stamped by 11:59 pm on Monday, October 02, 2023 in order to avoid late fees.

Please, note that a home occupation permit may be required for this location, someone will contact you upon review of the information

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CIANCONE, GIANNI T.

1118 NW 134TH DR
NEWBERRY FL 32669

LICENSE NUMBER: PE77546

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

JCA Surety Group, LLC
123 Zelma Street, Suite A
Orlando, FL 32803
Tel (321) 800-6594 Fax (407) 264-8321
www.jcasurety.com

February 10, 2023

Re: **CROM, LLC.**
250 SW 36th Terrace
Gainesville, FL 32607

Dear Selection Committee Members,

It is a privilege for JCA Surety Group, LLC to be the agency handling the bonding needs of CROM, LLC. Bonds are placed with Travelers Casualty and Surety Company of America which has an AM Best Rating of A++ (Superior), XV and is listed on the US Treasury Department's list of Approved Sureties.

CROM, LLC. has a reputation for holding itself to the highest standards of quality and displaying the utmost integrity. Prudent surety underwriting requires our satisfaction of financial ability, experience, and personnel. CROM, LLC. has our complete confidence in these areas.

While maximum limits have not been established, Travelers Casualty and Surety Company of America favorably considers single projects in the $25,000,000.00 range, with an aggregate program around $100,000,000.00 to be within their normal operating capacity. Should you require Performance and Payment bonds from CROM, LLC. we would be pleased to execute the required documents. This is subject to the Surety's normal underwriting requirements at the time any request is made, including without limitation, prior review and approval of relevant contract documents and bond forms.

Please note that this letter is not an assumption of liability. Any arrangement for bonds required by the contract is a matter between CROM, LLC. and the surety and we assume no liability to you or third parties.

Should you have any questions or require additional information please do not hesitate to contact me at (321) 800-6594 or (407) 575-4361.

Sincerely,

Jorge L. Bracamonte
Contract Surety Specialist

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List of Subcontractors

CROM, LLC will self perform all the work

250 S.W. 36TH TERRACE | GAINESVILLE, FLORIDA | 32607-2889
PHONE 352.372.3436 | FAX 352.372.6209 | WWW.CROMCORP.COM
CHATTANOOGA, TN – FORT MYERS, FL – GAINESVILLE, FL – RALEIGH, NC – WEST PALM BEACH, FL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** Willis Towers Watson Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@willis.com
INSURED CROM COATINGS AND RESTORATIONS, A DIVISION OF CROM, LLC 250 SW 36th Terrace Gainesville, FL 32607	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A: Ironshore Specialty Insurance Company — 25445 INSURER B: Liberty Mutual Fire Insurance Company — 23035 INSURER C: Employers Insurance Company of Wausau — 21458 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W28074059 **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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	IEPICB5Z9Y003	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY X Hired Auto ☒ Physical Damage	Y	Y	AS2-Z91-469956-032	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded.	$ 1,000,000 $ $ $ $ 2,500.00
A	☐ UMBRELLA LIAB ☒ OCCUR X EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y	Y	IEELCASB5Z99003	12/31/2022	12/31/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WCC-Z91-469956-012	12/31/2022	12/31/2023	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
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE		Y	WCC-Z91-469956-012	12/31/2022	12/31/2023	E.L. EACH ACCIDENT E.L. DISEASE - EA EMP E.L. DISEASE - POL	$1,000,000 $1,000,000 $1,000,000

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

RE: Bidding Purposes

Certificate Holder is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability if required by written contract.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with

CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Northeast, Inc.	CROM COATINGS AND RESTORATIONS, A DIVISION OF CROM, LLC 250 SW 36th Terrace Gainesville, FL 32607
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

any other insurance in force for or which may be purchased by Additional Insured if required by written contract.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation if required by written contract and as permitted by law.

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December 7, 2023

CLARIFICATIONS 20230233

CONCRETE REPAIRS & HIGH-PERFORMANCE COATINGS
JERRY SELLERS WRF
COCOA, FLORIDA

- Jerry Sellers WRF
  375 N. Cocoa Blvd.
  Cocoa, FL 33292

Bid Item No. 1 Paintings & Coatings

1. **Influent Pump Station (3 Wet Wells)**

   A. Surface preparation of interior concrete vertical and overhead surfaces per the manufacturer's recommendation.
   B. Apply Sauereisen RestoKrete Substrate Resurfacer F-121 to underside of new concrete roof (591 SF) **up to ½" maximum** to fill voids, bug holes, and achieving a monolithic smooth pinhole free surface, per the manufacturer's recommendation. Areas requiring more than ½" of resurfacer would be paid by use of unit prices provided in bid items 3 - 6.
   C. Apply Sauereisen SewerGard 210X to all interior concrete vertical and overhead surfaces (3591 SF) at 125 mils DFT.
   D. Perform a high voltage spark test to reveal pinholes, voids, or imperfections in the coating application.

2. **Headworks Structure**

   A. Surface preparation of interior concrete surfaces of the walls, and underside of slab per the manufacturer's recommendation.
   B. Apply Sauereisen RestoKrete Substrate Resurfacer F-121 to all interior concrete surfaces **up to ½" maximum** to fill voids, bug holes, and achieving a monolithic smooth pinhole free surface, per the manufacturer's recommendation. Areas requiring more than ½" of resurfacer would be paid by use of unit prices provided in bid items 3 - 6.
   C. Apply Sauereisen SewerGard 210X to all interior concrete surfaces at 125 mils DFT.
   D. Perform a high voltage spark test to reveal pinholes, voids, or imperfections in the coating application.

3. **DI Pipe Coatings**

   A. Interior & Exterior Pipe Coatings (EPU-M-1)
      1) Pressure wash and power tool clean to prepare the surface for paint. Surface will be in accordance with SSPC-SP2-3.
      2) Apply a stripe coat of Tnemec Series N140 to factory primed DI piping per manufacturer's recommendation.
      3) Apply an intermediate coat of Tnemec Series N140 at 4 – 8 mils DFT.
      4) Apply a final coat of Tnemec Series 1095 at 3 - 6 mils DFT.

   B. Interior Submerged Pipe Coatings (EPU-M-3)

      1) Sandblast DI pipe, valves, and flanges to prepare the surface for coatings. Surface will be accordance with SSPC-SP7.

2) Apply a stripe coat of Tnemec Series 104 to factory primed DI pipe, valves, and flanges.
3) Apply an intermediate and topcoat of Tnemec Series 104 at 4 – 8 mils DFT.

4. **Chemical Canopy Coatings**
   A. Pressure wash and power tool clean to prepare the surface for paint.
   B. Sawcut ½" deep at existing cracks of underside of the roof slab (up to 150 LF).
   C. Infill repair area with Sikaflex 1A prior to painting.
   D. Apply a stripe coat of Tnemec Series N69 per manufacturer's recommendation.
   E. Apply an intermediate coat of Tnemec Series N69 at 6 – 8 mils DFT.
   F. Apply a final coat of Tnemec Series 1095 at 3 - 6 mils DFT.

5. **MCC 3 & 4 - Electrical Building Coatings**
   A. Pressure wash and power tool clean to prepare the surface for paint.
   B. Apply a stripe coat of Tnemec Series N69 per manufacturer's recommendation.
   C. Apply an intermediate coat of Tnemec Series N69 at 6 – 8 mils DFT.
   D. Apply a final coat of Tnemec Series 1095 at 3 - 6 mils DFT.

Bid Item No. 2 - 0 to .5" Concrete Repair (Up to 100 S.F.)

1. Pressure wash the surface to prepare for the repair.
2. Apply Sauereisen RestoKrete Substrate Resurfacer F-121 to area.

Bid Item No. 3 - .5" to 1" Concrete Repair (Up to 100 S.F.)

1. Pressure wash the surface to prepare for the repair.
2. Apply Sauereisen RestoKrete Substrate Resurfacer F-121 to area.

Bid Item No. 4 - 1" to 2" Concrete Repair (Up to 500 S.F.)

1. Pressure wash the surface to prepare for the repair.
2. Install T type anchors at vertical surface every 12".
3. Apply Sauereisen RestoKrete Substrate Resurfacer F-121 to area.

Bid Item No. 5 - 2" to 3" Concrete Repair w/o corroded reinforcement (Up to 3000 S.F.)

1. Pressure wash the surface to prepare for the repair.
2. Install T type anchors at vertical surface every 12".
3. Apply Sauereisen RestoKrete Substrate Resurfacer F-121 to area.

Bid Item No. 6 - 2" to 3" Concrete Repair w corroded reinforcement (Up to 200 S.F.)

1. Pressure wash the surface to prepare for the repair.
2. Replace and or splice in new rebar as needed to repair corroded and or damaged reinforcing bars.
3. Coat exposed metal with Sika Armatec 110.
4. Install T type anchors at vertical surface every 12".
5. Apply Sauereisen RestoKrete Substrate Resurfacer F-121 to area

MATERIALS AND SERVICES FURNISHED BY CLIENT OR OTHERS

It is understood that the following services shall be provided by others without expense to CCR:

a. Client will grant or obtain free and uninterrupted access to the structure(s) for all equipment and personnel necessary for CCR to perform the work set forth in this Proposal. It is imperative that hatch covers are not

installed prior to completion of CCR's scope of work to allow for maximum hatch opening. The Client will notify all processors of the project site that Client has granted CCR free and uninterrupted access to the site. CCR shall be responsible for site cleanup and repair of damages caused by CCR or its subcontractors.

b. A continuous supply of potable water under 50 psi pressure at the rate of 60 gallons per minute for the use of the CCR crew within 100 feet of each structure site.

c. A continuous supply of electricity during the period of work: one 100-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100 feet from each structure. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CCR to supply its own electric power, add $500.00 per week to the contract amount.

d. Any permit or other fees from any AHJ as may be required for the work including but not limited to all connect/disconnect, impact and building/construction fees.

e. A suitable container conveniently located on site for the use of the CCR crew to dispose of construction debris generated during the repairs/modifications.

f. Sanitary facilities for the CCR crew for the duration of the project.

g. Drainage and disposal of the structure's contents.

h. Refilling, disinfecting, bacteriological sampling, and testing of the tank's contents.

i. Cleaning the interior and exterior of the structure and accessories.

j. Sewage diversion and control.

k. Complete lock-out and tag-out of the subject structure prior to personnel entering each structure. The Client will be required to provide all materials for this process. The Client will be responsible for demonstrating to CCR that the lock-out procedure is complete, and the structure is rendered "safe" before CCR will perform air quality testing to enter each structure.

l. All professional engineering design services.

m. Proper environmental conditions including ambient temperature, moisture control and curing conditions.

n. Adhesion testing as required by the specifications.

o. All demolition will be by others.

p. Removal of any T-Lock Liner and any related components.

q. New concrete slab and steel for Influent Pump Station.

r. QP-1 Certification for High-Performance Coatings.

s. Shoring, trenching, temporary bracing, and dewatering.

t. Concrete removal not related to Bid Item No. 6.

u. Any coatings not mentioned above.

v. Pipe penetration or repairs related to it.

w. Removal or reinstallation of any mechanical or electrical components.

x. Construction schedule to be in line with durations noted below.

y. All miscellaneous metals will be factory primed. Coatings will not be applied to raw metals.

z. MCC 3-4 are assumed to be watertight, protection of interior components is not included.

aa. Repairs 1 and 3 noted on 00S006 are not included in our bid.

SCHEDULE, COMMENCEMENT, AND DELAYS

Influent Pump Station - Concrete Coatings	38 Crew Days (10 weeks) – Includes unit price repairs
Headworks – Concrete Coatings	15 Crew Days (4 weeks)
DI Pipe Coatings	31 Crew Days (8 weeks)
Electrical Building & Chemical Canopy	11 Crew Days (3 weeks)

RESOLUTION OF THE MANAGERS
OF CROM COATINGS AND RESTORATIONS, A DIVISION OF CROM, LLC
A FLORIDA LIMITED LIABILITY COMPANY

To: City of Cocoa - Jerry Sellers WRF Upgrades

I HEREBY CERTIFY that the following is a true and correct copy of a resolution adopted by unanimous written consent of the Managers of CROM, LLC, a limited liability company organized under the laws of the State of Florida, on the 19th day of March 2014, updated on November 3, 2023, and that the said resolution has been entered upon the regular minute book of this company and is in accordance with the operating agreement that is now in full force and effect:

> "RESOLVED THAT the following individuals are authorized to sign bid proposals and contracts for Crom Coatings and Restorations, a division of CROM, LLC, as identified below; and further to include in such bid proposals that certificate of non-collusion required by law as the act and deed of such company, and for all inaccuracies of misstatements in such certificate this company shall be liable under the penalty of perjury."

I FURTHER CERTIFY that the names of the persons holding titles referred to in the foregoing resolution are as follows:

Name	Title	Signing Authority
Robert G. Oyenarte	President	Bid Proposals & Contracts
Cristopher M. Baldwin	Chief Financial and Strategy Officer & Treasurer	Bid Proposals & Contracts
Jeffrey A. Pomeroy	Executive Vice President & Assistant Secretary	Bid Proposals & Contracts
Clifford J. Dykes	Vice President & Assistant Secretary	Bid Proposals & Contracts
Joseph C. Swann	Senior Vice President & Assistant Secretary	Bid Proposals & Contracts
Alexander D. Ciasca	Vice President & Assistant Secretary	Bid Proposals & Contracts
Samantha Tillman	Vice President & Assistant Secretary	Bid Proposals & Contracts
Brett F. Bohannon	Vice President & Assistant Secretary	Bid Proposals & Contracts
Richard Blake Roberts	Vice President & Assistant Secretary	Bid Proposals & Contracts
Dale A. Shinskey	Assistant Secretary	Bid Proposals & Contracts
Cody A.H. Galloway	Assistant Secretary	Bid Proposals & Contracts
Kristina Elkins	Assistant Secretary	Bid Proposals & Contracts
Bruce Russell	Assistant Secretary	Bid Proposals & Contracts
Jason R. Bossier	Assistant Secretary	Bid Proposals & Contracts
Thomas J. Williams III	Assistant Secretary	Bid Proposals Only
Heather Smith	Assistant Secretary	Bid Proposals Only
Chad Smith	Assistant Secretary	Bid Proposals Only
Daniel J. Haugland	Assistant Secretary	Bid Proposals Only
Kathy S. Turben	Assistant Secretary	Bid Proposals Only
Myers A. Carpenter	Assistant Secretary	Bid Proposals Only
Brock T. Southwick	Assistant Secretary	Bid Proposals Only
Nicholas K. Martin	Assistant Secretary	Bid Proposals Only



By:_____
Robert G. Oyenarte

Title: President
Date: November 3, 2023

BID FORM

Project: City of Cocoa Jerry Sellers WRF Upgrades

Bid Package: Painting and Coatings Subcontractor Package

To: Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32746
dkreidler@whartonsmith.com

Bidder Information:

Company: Universal Painting Corporation

Contact Name: Dave Billingsley Title: Vice President

Address: 3810 Drane Field Road Suite 3

Lakeland, Florida 33811

Phone Number: 864 844-3512 Fax: 863 594-1905

Bid Proposal Documentation Checklist (check all that apply):

- [x] Bid Form
- [ ] Sanctions and Litigation
- [ ] Licenses
- [x] Proof of Bonding Capability

None

- [ ] Value Engineering Proposal
- [ ] List of Subcontractors
- [x] Certificate of Insurance
- [x] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1	Dated 11-3-2023	No. 3	Dated 12-5-2023
No. 2	Dated 11-30-2023	No.	Dated

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Painting and Coatings	1	LS	$ 349,067.	$ 349,067.
2.	0 to 0.5" Concrete Repair	100	Sq Ft	$ 6,057.	$ 6,057
3.	0.5 to 1" Concrete Repair	100	Sq Ft	$ 7,654.	$ 7,654.
4.	1 to 2" Concrete Repair	500	Sq Ft	$39,411.	$39,411.
5.	Greater than 2" Concrete Repair w/o corroded reinforcement	3,000	Sq Ft	$228,732.	$228,732.
6.	Greater than 2" Concrete Repair w/ corroded reinforcement	200	Sq Ft	$41,749,	$41,749.
7.	Payment & Performance Bonds	1	LS	$ 26,907.	$ 26,907.
8.	Indemnification (Subcontractor only)	1	LS	$ 100.00	$ 100.
				TOTAL BASE BID:	$ 699,677.

six hundred ninety nine thousand six hundred seventy seven dollars and zero cents.

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	30 days
3.	Material Lead Time	30 days

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature	Dave Billingsley Vice President	12-5-2023
	Print Name / Title	Date

Universal Painting Corporation

Fax Bid Form

To: _____

Company: **Wharton Smith**

Fax #: _____ Phone #: _____

From: **Dave Billingsley** Direct Phone: (864) 844-3512 Email: dbillingsley@universalpainting.com

Bid Date 7-Dec-23 11:00 AM Submitted Date 5-Dec-23

Project: **Jerry Sellers WRF Upgrades GMP 2 04 Painting and Coatings Package**

Addenda Received: **1,2 and 3.**

Our Proposal includes the following:

Per Plans and Specification as shown for the Divisions listed below, Removal of Tloc liner excluded, Aluminum and stainless steel excluded,

Base Bid by Specification Section:

Division	Description of Work (Listed by Area)	Amount
0 3180 - Concrete Coating System,	Painting and Coatings	
0 9960 - High-Performance Coatings,	0 to 0.5" Concrete Repair 100SF	
0 3740 - Concrete Repairs,	0.5 to 1" Concrete Repair 100SF	
0 3740 - Concrete Repairs,	1 to 2" Concrete Repair 500SF	
0 3740 - Concrete Repairs,	Greater than 2" Concrete Repair w/o corroded reinforcement 3000SF	
0 3740 - Concrete Repairs,	Greater than 2" Concrete Repair w/ corroded reinforcement 200SF	
Mobilization, General Conditions, Submittals, Contingency and Punch Out		
Bond Cost (If Needed)		
	Indemnification	
	TOTAL PROPOSED AMOUNT	**$699,677**

Number	Description of Work		

	Yes	No		Yes	No
Bonds Included?		XX	Materials & Labor	XX	
Proposal valid for	180 days		Labor Only		XX
Per Plans & Specs?	XX		Terms 2% NET 10, NET 15	XX	
Certified MBE or WBE?		XX	Retainage Held @ 5%	XX	
Visited Job-Site?		XX	Crew Days		177

Confidential

4196 Merchant Plaza #459 Lake Ridge, VA 22192 Phone (864) 844-3512 Fax (863) 594-1905

Universal Painting Corporation

Fax Bid Form

Exclusions/Notes:

Proposal is based on a 40-hour workweek, Electricity and Water shall be supplied by others, Blast Media shall remain on ground, All Metals are to be prepared and shop primed by others, Exclude Aluminum in contact with concrete, Exclude all Manholes unless stated above, Exclude all labels other than stencils and color coding, Exclude all pipe interiors, All water retaining structures shall be clean and maintained dry by others, All crane lifts and assistance with unloading materials and equipment shall be provide by others, Exclude FRP Ducts, Piping & Scrubbers, Payments beyond 45 days is subject to a 1.5% Fee, This proposal and work scope shall become part of the contract and any unlisted work shall be done on a change order, Guarantee shall be 1 year from date of acceptance not to exceed 18 months from date of installation, Bid price based on UPC standard wages. If Davis Bacon required, please contact us prior to bid date., Exclude all buried pipe, No Enviroment Controls, Exclude all lead and asbestos abatement , All damaged/abraded,field welded, and beyond maximun re-coat window items that were shop/factory pre-finished will be repaired on a T&M basis outside this scope, If factory/shop primed items are noncompatible with the specified paint system, the barrier coat or removal and re-prime shall be done on a T&M basis, Environmental Considerations: No containment of the work surfaces are planned. Heat for working in inclement weather has not been included. Ambient and Substrate temperature must be within manufacturers products data sheets, Includes standard provisions for General Liability and Workers Comp. If additional endorsements are required, additional costs will apply, Painting of pipe prior to being insulated is specifically excluded, If nuts and bolts on piping are not required to be painted a change order will be required.,

Above proposed amount is based on that all work must be substantially completed before 5-Jun-25
Any work beyond the above stated date may be subject to a price increase.

Confidential

4196 Merchant Plaza #459 Lake Ridge, VA 22192 Phone (864) 844-3512 Fax (863) 594-1905

Project Name	Bid Date	Estimator
Jerry Sellers WRF Upgrades GMP 2 04 Painting and Coatings Package	**12/7/2023**	**Dave Billingsley**

Provided herein is the scope of work that Universal Painting Corp. Intends to perform on the
Jerry Sellers WRF Upgrades GMP 2 04 Painting and Coatings Package

Project bidding on 7-Dec-23

Please review the items listed to ensure that our interpretation of the project documents will meet the needs of your proposal.
This confidential information is not intended for distribution. Please acknowledge receipt and contact us if there is any conflicts.

General Conditions, Submittals, Contingency and Punch Out	Yes	No	Notes
Estimating, Submittals & Preconstruction Work	Yes		
Mobilization	Yes		
Punch Out Allowance & Demobization = 0.05 of Estimated MH	Yes		
P&P Bond	Yes		

Painting and Coatings	Yes	No	Notes
3030-Concrete Submerged, Influent PS wetwell	Yes		
3060-Concrete Floor, Influent PS wetwell	Yes		
3030-Concrete Submerged, Headworks	Yes		
3030-Concrete Submerged, Headworks	Yes		
5110-Metal (Struct) Exterior,	Yes		
3010-Concrete Exterior,	Yes		
4010-Masonry Exterior CMU,	Yes		
5230-Metal (P&E) Submerged,	Yes		
5210-Metal (P&E) Exterior,	Yes		
6150-PVC Piping,	Yes		
5210-Metal (P&E) Exterior,	Yes		
5210-Metal (P&E) Exterior,	Yes		

0 to 0.5" Concrete Repair 100SF	Yes	No	Notes
3070-Concrete Repair,	Yes		

0.5 to 1" Concrete Repair 100SF	Yes	No	Notes
3070-Concrete Repair,	Yes		

1 to 2" Concrete Repair 500SF	Yes	No	Notes
3070-Concrete Repair,	Yes		

Greater than 2" Concrete Repair w/o corroded reinforcement 3000SF	Yes	No	Notes
3070-Concrete Repair,	Yes		

Greater than 2" Concrete Repair w/ corroded reinforcement 200SF	Yes	No	Notes
3070-Concrete Repair,	yes		

Exclusions/Notes:

Proposal is based on a 40-hour workweek,

Electricity and Water shall be supplied by others,
Blast Media shall remain on ground,
All Metals are to be prepared and shop primed by others,
Exclude Aluminum in contact with concrete,
Exclude all Manholes unless stated above,
Exclude all labels other than stencils and color coding,
Exclude all pipe interiors,

All water retaining structures shall be clean and maintained dry by others,
All crane lifts and assistance with unloading materials and equipment shall be provide by others,
Exclude FRP Ducts, Piping & Scrubbers,
Payments beyond 45 days is subject to a 1.5% Fee,
This proposal and work scope shall become part of the contract and any unlisted work shall be done on a change order,
Guarantee shall be 1 year from date of acceptance not to exceed 18 months from date of installation,
Bid price based on UPC standard wages. If Davis Bacon required, please contact us prior to bid date.,
Exclude all buried pipe,
No Enviroment Controls,

Exclude all lead and asbestos abatement ,
All damaged/abraded,field welded, and beyond maximun re-coat window items that were shop/factory pre-finished will be repaired on a T&M basis outside this scope,
If factory/shop primed items are noncompatible with the specified paint system, the barrier coat or removal and re-prime shall be done on a T&M basis,
Environmental Considerations: No containment of the work surfaces are planned. Heat for working in inclement weather has not been included. Ambient and Substrate
Includes standard provisions for General Liability and Workers Comp. If additional endorsements are required, additional costs will apply,
Painting of pipe prior to being insulated is specifically excluded,
If nuts and bolts on piping are not required to be painted a change order will be required.,

4196 Merchant Plaza #459 Lake Ridge, VA 22192 Phone (864) 844-3512 Fax (863) 594-1905

NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

December 3, 2021

Re: **Universal Painting Corporation**

To Whom It May Concern:

This is to advise you that our office provides bid, performance, and payment bonds for **Universal Painting Corporation.** The name of their surety is **UNITED STATES FIRE INSURANCE COMPANY**, which carries an A.M. Best Rating of **A XIII**, and it is listed in the Department of Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, **UNITED STATES FIRE INSURANCE COMPANY**, should be in a position to provide **Universal Painting Corporation** Performance and Payment Bonds for single projects in the amount of $2,000,000.00 and aggregate support in excess of $4,000,000.00. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

Universal Painting Corporation is an excellent contractor and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. We do not assume liability to any third party, including you, if we do not execute said bonds.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Jessica Reno
Surety Bond Specialist

1000 Central Avenue
Suite 200
St. Petersburg, FL 33705
P: 727.209.1803
F: 727.209.1335

SMART UNCOMPROMISING TIMELY EFFECTIVE NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
200 Broad Street SW
Suite 100
Gainesville GA 30501
License#: 0E67768

CONTACT NAME: Kerstin Brown
PHONE (A/C, No, Ext): 678-919-1150 **FAX (A/C, No):** 678-450-9180
E-MAIL ADDRESS: Kerstin.Brown@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Colony Specialty Insurance Company	36927
INSURER B : Nautilus Insurance Company	17370
INSURER C : Key Risk Insurance Company	10885
INSURER D : Berkley Casualty Company	15911
INSURER E :	
INSURER F :	

INSURED
Universal Painting Corporation
3810 Drane Field Road Suite 3
Lakeland FL 33811
UNIVIND-02

COVERAGES **CERTIFICATE NUMBER:** 917389805 **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	
B	X COMMERCIAL GENERAL LIABILITY			ECP2041509-10	9/30/2023	9/30/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			BAP2041505-10	9/30/2023	9/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			FFX2041510-10	9/30/2023	9/30/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			AMWC399501	9/30/2023	9/30/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Pollution Liability			ECP2041509-10	9/30/2023	9/30/2024	Limit	$1,000,000
A	Leased/Rented Equipment			IM2575050	9/30/2023	9/30/2024	Limit	$250,000
	Installation Floater						Limit	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SL 023 (06/11) Primary and Non-contributory, Additional Insured and Waiver of Subrogation
PC SL 115 (02/09) PRIMARY AND NON-CONTRIBUTORY CONDITION
SL 707 (04/11) PRIMARY AND NON-CONTRIBUTORY CONDITION
SL 817 04 (10/14) Additional Insured - Lessor of Leased Equipment - Automatic Status when Required in Lease Agreement with You
SL 819 04 (10/14) Additional Insured - Owners, Lessees or Contractors - Automatic Status when Required in Construction Agreement with You
SL 820 04 (10/14) Additional Insured - Owners, Lessees or Contractors - Completed Operations
SICA 1024 (04/12) ADDITIONAL INSURED - Where Required Under Contract or Agreement (Additional Insured Schedule)
SICA-1020 (09/19) Waiver of Transfer of Rights of Recovery Against Others to Use (Blanket Waiver of Subrogation) Amendatory Endorsement
See Attached...

CERTIFICATE HOLDER

Universal Painting Corporation
3810 Drane Filed Road, Suite 3
Lakeland FL 33811

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Subcontrator Bid Evaluation and Comparison Sheet

Trade Description:	**Bid Package 5 - Electrical**
Project Name:	**Jerry Sellers WRF - Pump Stations Rehab**
Owner:	**City of Cocoa**
Bid Date:	**Thursday, December 7, 2023**

Scope Item Description		Chinchor Electric Mike Thomas (386) 774-1020 estimating@chinchorelectric.com		Electric Services, Inc Greg Kirk (352) 787-1322 gkirk@electric-services.com		Sinns and Thomas Electrical Contractors, Inc. Mike Seiple (407) 696-6042 mseiple@sinnsandthomas.com
Base Bid Before Alternates		**$ -**		**$ -**		**$ 729,562.00**
Electrical Package Complete		$ -		$ -	Y	$ 722,900.00
Payment & Performance Bonds		$ -		$ -	Y	$ 6,562.00
Indemnification		$ -		$ -	Y	$ 100.00
Alternates/Adjustments						
		$ -		$ -		$ -
		$ -		$ -		$ -
		$ -		$ -		$ -
Bid Document Requirements						
Bid Form						Y
Clarifications / Exceptions						N
Acknowledged Addenda						Y
Additional Notes						
Sanctions and Litigation						N
Licenses						Y
Proof of Bonding						Y
Value Engineering						N
List of Subcontractors						Y
Insurance						Y
SUBTOTAL:		$ -		$ -		$ 729,562.00
Bond Adjustment (If not Included):	0.0%		0.0%		0.0%	
Scope Adjustment:						
Total Adjusted Scope:		**$ -**		**$ -**		**$ 729,562.00**
		NO BID		**NO BID**		**$ 729,562.00**

Recommend award to: Sinns and Thomas Electrical Contractors, Inc.

BID FORM

Project: City of Cocoa Jerry Sellers WRF Upgrades

Bid Package: Electrical Subcontractor

To: Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32746

Bidder Information:

Company: Sinns and Thomas Electrical Contractors, Inc.

Contact Name: Mike Seiple Title: Operations Manager

Address: 1030 Ridge Street
Winter Springs, Fl 32708

Phone Number: 407.696.6045 Fax: 407.696.6042

Bid Proposal Documentation Checklist (check all that apply):

- [X] Bid Form
- [N/A] Sanctions and Litigation
- [X] Licenses
- [X] Proof of Bonding Capability
- [N/A] Value Engineering Proposal
- [X] List of Subcontractors
- [X] Certificate of Insurance
- [N/A] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1	Dated 11/3/23	No. 3	Dated 12/5/23
No. 2	Dated 11/30/23	No.	Dated

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Electrical Package Complete	1	LS	$ 722,900.00	$ 722,900.00
2.	Payment & Performance Bonds	1	LS	$ 6,562.00	$ 6,562.00
3.	Indemnification	1	LS	$ 100.00	$ 100.00
				TOTAL BID:	$ 729,562.00

Seven hundred twenty nine thousand, five hundred and sixty two dollars and 0/100

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	6 to 8 weeks
2.	Cable & Conduit Lead Time (Release to Delivery)	4 to 6 weeks
3.	Electrical Gear Lead Time (Release to Delivery)	24 to 26 weeks

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature	Mike Seiple Operations Manager	12/6/23
	Print Name / Title	Date

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SINNS, ERIC D

SINNS & THOMAS ELECTRICAL CONTRACTORS INC
P.O. BOX 520789
LONGWOOD FL 32752-0789

LICENSE NUMBER: EC0001001

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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FLORIDA SURETY BONDS, INC.

620 N Wymore Road Suite 200
Maitland, FL 32751
(407) 786-7770 ♦ Fax (407) 786-7766

Toll Free (888) 786-BOND
www.FloridaSuretyBonds.com
Susan@FloridaSuretyBonds.com

February 14, 2020

Wharton-Smith, Inc.

RE: Sinns & Thomas Electrical Contractors, Inc.
Pre-Qualification

To Whom It May Concern,

We are pleased to be the surety agents for Sinns & Thomas Electrical Contractors, Inc. and have served them since January, 2000. Bonds are currently written through Hartford Accident and Indemnity Company which is A.M. Best Rated "A+, XV" and has a Treasury Listing of $195,865,000.

We usually anticipate no difficulties in providing surety bonds for Sinns & Thomas Electrical Contractors, Inc. in the $15,000,000 single, $45,000,000 aggregate range. This letter is not a commitment to provide any bonds unless all underwriting requirements including contract, bond form and financing review are met prior to issuing any bonds. Neither our agency, nor the surety are liable for any damages relating to this letter or project.

We recommend Sinns & Thomas Electrical Contractors to you without hesitation as being a most reputable firm who we feel can be relied upon to fulfill any commitment they might make. We are proud to count them among our very top contractor clients.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Susan L. Reich

Susan L. Reich
Vice President

SINNS & THOMAS
Electrical Contractors, Inc.

List of Subcontractors

Independent Testing – CE Testing

P.O. Box 520789 • Longwood, FL 32752-0789 • 407/696-6042 • Fax 407/696-6045
EC0001001

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lassiter-Ware Insurance 1317 Citizens Blvd. Leesburg FL 34748	CONTACT NAME: Connie Russell PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680 E-MAIL ADDRESS: ConnieR@lassiterware.com
INSURED Sinns & Thomas Electrical Contractors, Inc. Sinns & Thomas of GA, Inc./Sinns & Thomas of NC, Inc. PO BOX 520789 Longwood FL 32752	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Insurance Company — 35289 INSURER B : National Fire Ins Co of Htfrd — 20478 INSURER C : Bridgefield Casualty — 10335 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 22/23 Master WITH **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6057516145	03/01/2022	03/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	6057516176	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	6057516209	03/01/2022	03/01/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	196-40446	03/01/2022	03/01/2023	[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			6057516145	03/01/2022	03/01/2023	Max per item Policy Limit Ded.	100,000 250,000 2500

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

Project- 18-121/#14, Ward WTP Upgrades, 131 N. Pendleton St., High Point, NC 27260
SEE ATTACHED

CERTIFICATE HOLDER

Wharton-Smith, Inc.
Atnn: Risk Management
750 Monroe Rd
Sanford FL 32771

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

Mitchell Wiley

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AGENCY CUSTOMER ID: 00051416

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Lassiter-Ware Insurance	Sinns & Thomas Electrical Contractors, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

All supporting endorsement(s) and policy form(s) attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these endorsement(s) and policy form(s) as certain coverage provided by them may only apply when a written contract or agreement between the parties requires such coverage be provided.Upon execution of a written contract, Wharton-Smith, Inc., Owner and all other parties is included as additional insured(s) on a primary and non-contributory basis under the terms and conditions of the attached forms and the General Liability Policy when additional insured status is required by written contract. Upon execution of a written contract, Wharton-Smith, Inc., Owner and all other parties are included as additional insured(s) under the terms and conditions of the attached forms and the and Business Auto Policy when additional insured status is required by written contract. Waiver of Subrogation is included as part of the General Liability, Business Auto and Workers Compensation Policies and applies when required by written contract, provided the contract is executed prior to any loss. Cancellation: Thirty (30) day's notice except for Ten (10) day's notice for non-payment of premium. Umbrella Liability extends over the underlying General Liability, Automobile Liability and Employers' Liability Policies.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: January 6, 2022

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: March 1, 2022

Policy Number: 196-40446 Countersigned by: 

Insured: Sinns & Thomas Electrical Contractors, Inc.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

      (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

      (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from $2,000 to $5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

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D. Hired "Autos"

The following is added to **Section III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered "auto" you lease, hire, rent or borrow without a driver; and

b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."

e. Such physical damage coverage for hired "autos" will:

(1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the "diminution in value" exclusion does not apply to:

a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:

a. An "auto" owned by that "executive officer" or a member of that person's household; or

b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered "auto"; and

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(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:

   a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

   b. **Bodily injury** or **property damage** included within the **products-completed operations hazard.**

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard.**

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim;**
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Subcontrator Bid Evaluation and Comparison Sheet

Trade Description:	**Bid Package 6 - Instrumenation & Controls**
Project Name:	**Jerry Sellers WRF - Pump Stations Rehab**
Owner:	**City of Cocoa**
Bid Date:	**Thursday, December 7, 2023**

Scope Item Description		BCI Technologies (Blackburn Controls) Gil Blackburn (407) 847-8848 gilb@bcitech.com		Commerce Controls Inc Dennis McGee (941) 416-5062 DMcGee@commercecontrols.com		General Control Systems Eric Sullivan (863) 698-8266 esullivan@generalcontrolsystems.com		Revere Control Systems, Inc. Jean Mead (863) 581-6865 jmead@reverecontrol.com
Base Bid Before Alternates		**$ -**		**$ 253,770.00**		**$ -**		**$ -**
Instrumentation & Controls Material Package		$ -	Y	$ 249,351.00		$ -		$ -
Integration Package		$ -	N	$ -		$ -		$ -
Payment & Performance Bonds		$ -	Y	$ 4,319.00		$ -		$ -
Indemnification		$ -	Y	$ 100.00		$ -		$ -
Alternates/Adjustments								
		$ -		$ -				
		$ -		$ -				
		$ -		$ -				
Bid Document Requirements								
Bid Form				Y				
Clarifications / Exceptions				Y				
Acknowledged Addenda				Y				
Additional Notes								
Sanctions and Litigation				Y				
Licenses				Y				
Proof of Bonding				Y				
Value Engineering				Y				
List of Subcontractors				Y				
Insurance				Y				
SUBTOTAL:		$ -		$ 253,770.00		$ -		$ -
Bond Adjustment (If not Included):	0.0%		0.0%		0.0%		0.0%	
Scope Adjustment:								
Total Adjusted Scope:		**$ -**		**$ 253,770.00**		**$ -**		**$ -**
		NO BID		**$ 253,770.00**		**NO BID**		**NO BID**

Recommend award to: Commerce Controls Inc

Commerce Controls Incorporated

December 7, 2023

To: Wharton-Smith, Inc.
750 Monroe Rd.
Sanford, FL 32771

Attn: Dwayne Kreidler, PE, Senior Preconstruction Services Manager

Bid Package: Instrumentation & Controls

Project: City of Cocoa – Jerry Sellers WRF Upgrades

Submitted by: Commerce Controls, Inc.
8875 Hidden River Parkway
Suite 300
Tampa, FL 33637
Contact: Dennis McGee
Ph: 941-416-5062
dmcgee@commercecontrols.com

Commerce Controls Incorporated

41069 Vincenti Court, Novi, Michigan 48375
(248) 476-1442 Fax (248) 476-6122
www.commercecontrols.com

Bid Binder (I&C)

City of Cocoa
Jerry Sellers WRF Upgrades

Submitted by Commerce Controls, Inc. – 12/07/2023

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BID FORM

Project: City of Cocoa Jerry Sellers WRF Upgrades

Bid Package: Instrumentation & Control

To: Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32746

Bidder Information:

Company: Commerce Controls, Inc.

Contact Name: Dennis McGee Title: Business Development Manager

Address: 41069 Vincenti Court

Novi, MI 48375

Phone Number: (941) 416-5062 Fax: (248) 476-6122

Bid Proposal Documentation Checklist (check all that apply):

- [X] Bid Form
- [X] Sanctions and Litigation
- [X] Licenses
- [X] Proof of Bonding Capability
- [X] CCI Proposal / Deliverables
- [X] Value Engineering Proposal
- [X] List of Subcontractors
- [X] Certificate of Insurance
- [X] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 11/03/2023 No. 3 Dated 12/05/2023

No. 2 Dated 11/30/2023 No. _____ Dated _____

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Instrumentation & Controls Material Package	1	LS	$ 249,351.00	$ 249,351.00
2.	Integration Package	1	LS	*Not offered / included, per Specifications. See explanations and clarifications.*	---------- *
3.	Payment & Performance Bonds	1	LS	$ 4,319.00	$ 4,319.00
4.	Indemnification (Subcontractor only)	1	LS	$ 100.00	$ 100.00
				TOTAL BASE BID:	$ 253,770.00

Two Hundred Fifty-three Thousand, Seven Hundred Seventy Dollars; and Zero Cents.

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

** Line Item 2 from above: ALL Programming & Integration (PLC, HMI/SCADA) specified as by Programmer, as procured through the Owner; and are thus deemed by CCI as "By Others." Please see clarification language in our Proposal; also, Clarifications document submitted, and Value Engineering document submitted.*

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package – Field Instruments	14 Weeks
2.	Submittal Package – ~~Programming and~~ Panel Modifications	14 Weeks
3.	Field Instruments (Release to Delivery)	12 Weeks
4.	Panels(Release to Delivery)	20 Weeks

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Dennis McGee	Dennis McGee / Business Development Manager	12/07/2023
Signature	Print Name / Title	Date

** NOTES - SCHEDULED LEAD TIMES FOR DELIVERABLES*

1) Lead Time for Delivery of Panels and Instruments is based on approved Submittals.

2) New Panel Construction is based on several factors, including complexity and availability/lead-time of its components. Accordingly, many of the simpler panels such as the LCP's can meet with a more moderate Delivery Schedule.

3) Likewise, Field Instrument Deliveries can vary based on supply and demand and availability from sources. Accordingly, what is stated above tends to be worst-case-scenario.

4) To mitigate long-lead and possible critical path items, CCI will work with WSI, the City, and other Stakeholder parties to address scheduling concerns -- such as partial Submittals for long-lead instruments and identified Panel components.

Commerce Controls Incorporated

SYSTEMS INTEGRATORS

41069 VINCENTI COURT • NOVI, MICHIGAN 48375 • 248-476-1442
www.commercecontrols.com FAX 248-476-6122

To: Wharton-Smith, Inc.
750 Monroe Road
Sanford, Florida 32771

December 7, 2023

Attn: Dwayne Kreidler, PE, Senior Preconstruction Services Manager

Ref: City of Cocoa
Jerry Sellers WRF Upgrades
WSI CMAR Project No. 23086 – Instrumentation & Control Bid Package
Commerce Controls, Inc. Proposal # 23-381, Rev 0

Dear Mr. Kreidler,

Commerce Controls, Inc. (CCI) is pleased to submit the following proposal to provide the Instrumentation & Control System Contractor ("ICSC") services and equipment deliverables for the above referenced project. For this Project, the designation of ICSC, PICS Supplier and I&C Subcontractor are one-and-the-same.

Our proposal is based on:

- The I&C Bid Manual provided by Wharton-Smith, issued October 24, 2023.
- GMP2 Bid Set, Drawings and Specifications – as issued October, 2023, authored by Carollo.
- Addenda #1, #2 & #3.

PROJECT DESCRIPTION

Per Specification 01110 – Summary of Work, the Work of this Project shall be performed in accordance with the Contract Documents and generally includes, but is not limited to, process improvements and structural rehabilitation at the Jerry Sellers Water Reclamation Facility, consisting of the following:

1. Rehabilitation of the existing Pretreatment Structure.
2. Rehabilitation of the existing Influent Pump Station.
3. Rehabilitation of the existing Internal Recycle Pump Station.
4. Rehabilitation of the existing Transfer Pump Station.
5. Modifications to the existing Second Anoxic Basin No. 2 Drain Line.
6. Modifications to the existing Reaeration Basin.
7. Yard piping modifications and replacement.
8. Electrical improvements
9. SCADA system improvements.
10. Building painting and re-coating.

SUMMARY CCI SCOPE OF WORK

In accordance with the I&C Specifications under Division 17; and as further identified in the WSI I&C Bid Manual, CCI will design the instrumentation and controls system for the Construction Project site, in support of the additions and modifications as described above. CCI's Scope includes, but is not limited to:

- Control Panels: provision of new, modifications to existing
- Field instruments
- Associated Field Services (Start-up / Configuration / Testing)

CSIA

It is noted that ALL Programming (PLC Programming; OIT Programming; HMI Programming; Integration of new control systems into the existing SCADA system) is stated as being performed by the "PROGRAMMER" as designated by the Owner for this Construction Project. Simply stated, CCI presumes, per the Design, that this Programming & Integration will be "by others."

As assigned ICSC, CCI will provide all engineering, labor, materials and equipment to furnish, adjust, integrate, test, document and start-up all process instrumentation and controls as shown on the Drawings and specified herein. Following design approval, CCI will furnish the control panels, field instruments and other items as identified in our deliverables list. CCI will provide system commissioning and operator training. "As Built" documentation will be submitted before final acceptance. A two (2) year warranty from final acceptance is included for equipment and services.

Services

- Project Management: CCI's Project Manager will be the primary point of contact and will direct internal resources to meet schedule and contract requirements. The PM (and/or designee) will attend periodic design and progress meetings as required; and provide project activity and scheduling reports as required. While mobilized, CCI will attend meetings in person; otherwise, additional meetings (progress, clarification, etc.) will be attended either online or by teleconference.
- Hardware Design: CCI will develop detailed submittal information for the ICSC services – in accordance with the Design Specifications and other requirements and provide these services herein:
    - Field Instrument Submittals (field instrument information and technical data, surge devices where applicable)
    - Control Panel Submittals (panel hardware; technical data; panel BOMs; layout drawings; wiring drawings and schematics; Loop diagrams; Power Requirements and Heat Dissipation Summary)
    - Modifications-to-existing-Panels Submittals
    - Where applicable and/or where modified, Network System Block Diagram (modified portions), Descriptive Information and Installation Details
    - Field Acceptance/Testing Plans, Procedures and Test Reports
    - Operation and Maintenance manuals (including record drawings, As-built documentation), where applicable, for provided equipment and systems
    - Training Plans

For the Hardware Design descriptions above, it is our understanding that the A/E firm will review all submittal information (including all packaged control systems and equipment supplied by others); CCI will include time to review the approved submittals to verify the I&C Systems' connections and signal compatibility.

Manufacturing and Procurement *(Please refer to Equipment Deliverables attachment to this proposal)*

It is understood that the construction work will be performed within a Contract Length of approximately one year for Substantial Completion, as identified in the tentative Construction Schedule, as posted in Addendum #1. Subsequently, the Final Completion will be determined by the Owner, Engineering Design representative, and General Contractor. Considering this Project's projected Construction duration, CCI will pay critical attention to delivery of all equipment, and CCI will work closely with all contractors in adhering to (and assisting in developing/refining) the project delivery schedule.

- Equipment & Instrumentation: Following drawing and equipment submittal approval, CCI will proceed to first order long lead equipment. All remaining equipment will be scheduled for delivery to meet either field installation requirements or control panel construction schedules.

- Control Panel Assembly: The panel assembly and wiring will be performed at CCI's Novi, MI facility; CCI is UL 508A / UL 698A certified. The assembly and wiring will be performed in accordance with stated Design (Drawings and Specifications). All control panels will be subjected to a rigorous quality check including both a non-powered visual and mechanical inspection followed by a powered test. Any non-compliance issues or damaged components will be replaced / corrected.

    - Per this Proposal and in accordance with Design requirements, the above-stated Factory Test will be Unwitnessed by outside parties. CCI has not included provisions (time or travel expenses etc.) for client or owner representatives to participate or observe these tests.

Field Support

- Site Meetings: CCI will attend all progress and coordination meetings as required or otherwise as invited. Prior to CCI on-site activities, or otherwise as requested/directed, CCI will attend meetings by teleconference, unless specifically requested in-person. While mobilized, CCI will attend all meetings in person.

  Note: If required, CCI will attend additional meetings to address specific scheduling and/or design concerns.

- Installation verification, calibration & testing: Field Testing shall be in accordance with Design Specifications. For equipment provided by CCI under this contract, our Field Technician(s) will verify instrument installation (if and where applicable), calibrate the instrument and will submit an "Instruments Installation Report" (IIR) confirming the device installation status including deficiencies. For equipment provided by others as part of the I&C System or other related systems, we will verify installation and prepare the IIR report; however, any calibration and equipment "set-up" shall be performed by the equipment supplier.

  Note: While it is not necessary for a completed installation in order to commence field activities, any given work area should be completed to the point where work can be performed efficiently and without interruption.

- System Testing, Acceptance and Commissioning: CCI will adhere to and comply with all testing and acceptance requirements, in accordance with Design Specifications as noted in the I&C Sections (Division 17, as applicable to I&C Scope) and the General Requirements (Division 1).
- Training: CCI will adhere to and comply with all training requirements, in accordance with Design Specifications as noted in the I&C Sections (Division 17, as applicable to the I&C Scope) and the General Requirements (Division 1).

PROJECT PRICING			
Item	**Description**	**Quantity**	**Total Cost**
1	Instrumentation & Controls Material Package	Lump Sum	$ 249,351.00
2	Integration Package	Lump Sum	$ ----------
3	Payment & Performance Bond	Lump Sum	$ 4,319.00
4	Indemnification	Lump Sum	$ 100.00
	Total Base Bid (Sum of Item #1 - #4)	**Lump Sum**	**$ 253,770.00**

NOTES:

1) Pricing separations as tabulated above are for price-division purposes only, to align with the Bid Form for this Project (with separated line-items as delineated). Despite the separated price components being presented above, CCI's intent for this presented Price Proposal is to offer as a single, Lump-Sum Total. The division of price, as consistent with the Descriptions delineated, respectively, in Line Items 1 through 4 of the Bid Form, are not intended for separate, individual sales consideration, unless targeted as such by OWNER.

2) Concerning Line Item 2 from above, it has been noted and presumed that ALL Programming & Integration (PLC, HMI/SCADA) will be provided by Programmer (NOT CCI), as specified to be procured through the Owner. CCI therefore has no offered Scope herein for Programming / Integration Services. However, despite this stated non-inclusion here and throughout our Proposal, CCI would customarily engage in these tasks, and would welcome the opportunity to include, if agreeable to others. Please see the Clarifications document as submitted in our Bid Package; and the Value Engineering document as likewise submitted in the Bid Package.

EQUIPMENT DELIVERABLES (see attachment)

Commerce Controls Incorporated

Value Engineering Options

Value Engineering offering topics from CCI are included in the VE Summary Tab.

PROPOSAL ASSUMPTIONS

The following clarifications are included to assist in the validation of our proposal and are not intended to be considered as "Exceptions".

General Limitations:

1. CCI services and deliverables are limited to those specifically described in this proposal and the included deliverables list. Any discrepancies in our understanding of the scope of work or responsibilities must be addressed prior to final pricing or issuance of a Subcontract or Purchase Order.

2. CCI reserves the right to update (amend, alter, withdraw, or otherwise modify) this proposal in relation to price, delivery, or both without penalty, to the extent such update is due to circumstances beyond our control, including supply chain disruptions, shortages of materials or supplies, or the acts of third-party suppliers, distributors, or manufacturers. CCI intends to work with WSI to mitigate long-lead deliveries and unforeseen delays in delivery.

3. It is our understanding that all existing equipment is operational and in working order. CCI has NOT included any costs associated with existing field equipment found to be faulty. If required, we will provide pricing to replace existing defective equipment on an as-needed basis.

4. CCI will provide mounting hardware that is supplied as part the instrument procurement. We have not included any additional hardware including but not limited to flanges, brackets, stanchions, fittings etc.

5. Pertaining to Change Order Requests, it is our understanding that the Overhead & Profit guidelines are calculated after the engineering time and material costs associated with the change order request; therefore, our engineering labor will be included in our change order proposals and billed at our standard engineering rates.

6. It is our understanding that CCI's field personnel will participate in the onsite safety program administered by the general contractor. CCI has NOT included the cost for CCI to provide any dedicated staff or training-lead provisions towards this effort.

7. CCI has NOT included any videotaping training sessions within our proposal.

8. A two (2) year warranty is included for services and equipment provided by CCI from the date of substantial completion. This warranty does not include removal or reinstallation of faulty devices.

9. Stated Delivery on Bid Form is subsequent to receipt of Approved Submittals, and pending availability of materials from Manufacturers.

Basis of Proposal (Project-Specific) Technical/Scope Clarifications

1. Unless indicated otherwise, CCI has NOT included any equipment or services associated with Vendor packaged systems or Owner-Furnished Equipment.

2. It is CCI's understanding that field instrumentation not included in our deliverables is to be provided by others; and that all field instrumentation provided by others will be successfully calibrated and started up independent of CCI's beginning the System Commissioning phase.

3. With respect to Programming, as previously stated, it is noted that ALL Programming (PLC Programming; OIT Programming; HMI Programming; Integration of new SCADA system) is stated as "By Others" (Engineer or Owner-determined PROGRAMMER) for this Construction Project.

4. CCI will perform an unwitnessed factory test as previously stated, at our Novi, MI. facility. We have NOT included travel and living costs in our proposal for any Owner representatives and/or Engineer representatives to attend.

5. With respect to field-instrument mounting/installation, conduits, wiring, and wiring terminations, CCI does NOT include these provisions and services as part of our Scope herein. These provisions and services will need to be provided by others (GC's Mechanical Sub, Electrician, or package-system supplier).

6. With respect to any and all Systems Acceptance Testing of prolonged duration, CCI will be on-site only as necessary or as directed for the interval. In our Proposal, CCI has NOT included full start-to-finish attendance for the full duration of this system acceptance time period.

Equipment and services to be provided by others include but are not limited to:

1. Electrical and mechanical Installation services and all associated materials required. Additionally, all terminations are understood to be performed by the Electrical contractor (or others) – including those situations wherein CCI has provided additional terminals and juncture-points in existing PLC cabinets, for receipt of external signals.

2. CCI has NOT included any instrument piping and/or penetrations.

3. 480V motor controls including configuration of motor control centers, variable frequency drives, reduced voltage and across-the-line starters.

4. On-site receipt (unloading) and storage of CCI equipment deliverables including climate-controlled storage containers *(if applicable)*.

5. Equipment and/or services associated with integrating vendor packaged systems (provided by others) to be supplied for this project other than CCI services specifically noted in this proposal.

6. Demolition services and/or disposal/salvage of any obsolete devices or equipment unless specifically noted in the services section of our proposal.

Financial Terms and Provisions

1. The proposal price is F.O.B. Shipping Points with freight allowed to the jobsite.
2. Payment Terms are Net 30 Days based upon a mutually agreeable Progress Payment Schedule.
3. Costs to cover Liquidated Damages have not been included in this Proposal.
4. CCI's offer herein is valid for 45 days from the date of this Proposal.
5. CCI has INCLUDED Florida Sales Tax within our Proposal.
6. CCI HAS included the cost for a Payment & Performance Bond for this project.
7. CCI has NOT included any MBE, DBE or WBE content within our proposal.
8. Any project cancelled after engineering activities have begun are subject to charges.

Commerce Controls, Inc. appreciates the opportunity to submit this proposal. Should you have any questions please contact me at your convenience for additional clarification.

Respectfully Submitted,

Commerce Controls, Inc.

Dennis McGee, P.E., PMP

Business Development Manager
Water Infrastructure Group
(941) 416-5062 – Mobile
dmcgee@commercecontrols.com – Email

PROJECT DELIVERABLES

CONTROL PANELS (qty=1, typical)

New Control Panels

WORK AREA	DESCRIPTION	Sheet #'s	Nema/Size	Note(s)
Influent Pump Station	VCP-100-1 (Bubbler)	I-7	4X, 316SS / Wall Mount	Incl: PI,PI,FI,PI,LE/LIT-100-1
Influent Pump Station	VCP-100-3 (Bubbler)	I-8	4X, 316SS / Wall Mount	Incl: PI,PI,FI,PI,LE/LIT-100-3
Influent Pump Station	VCP-100-5 (Bubbler)	I-9	4X, 316SS / Wall Mount	Incl: PI,PI,FI,PI,LE/LIT-100-5
Influent Pump Station	LCP-100-1,2,3,4,5,6 (qty=6)	I-7,8,9	4X, 316SS / PB Station	HOR Stations
Influent Pump Station	LCP-121-1 (qty=1)	I-9	4X, 316SS / PB Station	LSR & OSC Station
Internal Recycle PS	LCP-203-1,2,3 (qty=3)	I-10	4X, 316SS / PB Station	HOR Stations
Influent Pump Station	VCP-200 Seal Water System Panel	I-10	4X, 316SS / Wall Mount	
Influent Pump Station	MCP (EXISTING)	I-7,8,9	n/a	Adding PLC I/O Signals
Internal Recycle PS	LCP-1 (EXISTING)	I-10	n/a	Adding PLC I/O Signals
Transfer Pump Station	PLC-3 (EXISTING)	I-11	n/a	Adding PLC I/O Signals

FIELD EQUIPMENT

17201 - Level Switch

WORK AREA	Qty	ID Tag	APPLICATION	Range	Sheet #	Note(s)
Influent Pump Station	1	LE/LSH-100-1	Wetwell "A" High Level	n/a	I-7	w/50ft of cable
Influent Pump Station	1	LE/LSH-100-3	Wetwell "B" High Level	n/a	I-8	w/50ft of cable
Influent Pump Station	1	LE/LSH-100-5	Wetwell "C" High Level	n/a	I-9	w/50ft of cable

17202 - Bubbler Level Measurement

WORK AREA	Qty	ID Tag	APPLICATION	Range	Sheet #	Note(s)
Influent Pump Station	1	LE/LIT-100-1	Wetwell "A" Level	TBD	I-7	Nema 4x Wall Mount Enclosure
Influent Pump Station	1	LE/LIT-100-3	Wetwell "B" Level	TBD	I-8	Nema 4x Wall Mount Enclosure
Influent Pump Station	1	LE/LIT-100-5	Wetwell "C" Level	TBD	I-9	Nema 4x Wall Mount Enclosure

17301 - Thermal Dispersion Switch

WORK AREA	Qty	ID Tag	APPLICATION	Range	Sheet #	Note(s)
Internal Recycle PS	1	FE/FSL-203-1	Pump #1 Low Flow	TBD	I-10	Located in Seal Water System Panel (VCP-200)
Internal Recycle PS	1	FE/FSL-203-2	Pump #2 Low Flow	TBD	I-10	Located in Seal Water System Panel (VCP-200)
Internal Recycle PS	1	FE/FSL-203-3	Pump #3 Low Flow	TBD	I-10	Located in Seal Water System Panel (VCP-200)

17302 - Magnetic Flowmeter

WORK AREA	Qty	ID Tag	APPLICATION	Range	Sheet #	Note(s)
Internal Recycle PS	1	FE/FIT-203-5	Pump Station Flow	0-20,000 GPM	I-10	Integral Transmitter
	1	n/a	20" Spool Piece	n/a	n/a	

FIELD EQUIPMENT

17401 - Diaphragm Seals & 17404 - Pressure Gauges

WORK AREA	Qty	ID Tag	APPLICATION	Range	Sheet #	Note(s)
Influent Pump Station	1	PI-100-1	Influent Pump #1 Pressure	0-60 PSI	I-7	w/Diaphragm Seal
Influent Pump Station	1	PI-100-2	Influent Pump #2 Pressure	0-60 PSI	I-7	w/Diaphragm Seal
Influent Pump Station	1	PI-100-3	Influent Pump #3 Pressure	0-60 PSI	I-8	w/Diaphragm Seal
Influent Pump Station	1	PI-100-4	Influent Pump #4 Pressure	0-60 PSI	I-8	w/Diaphragm Seal
Influent Pump Station	1	PI-100-5	Influent Pump #5 Pressure	0-60 PSI	I-9	w/Diaphragm Seal
Influent Pump Station	1	PI-100-6	Influent Pump #6 Pressure	0-60 PSI	I-9	w/Diaphragm Seal
Internal Recycle PS	1	PI-203-1B	Internal Recycle Pump #1 Pressure	0-30 PSI	I-10	w/Diaphragm Seal
Internal Recycle PS	1	PI-203-2B	Internal Recycle Pump #2 Pressure	0-30 PSI	I-10	w/Diaphragm Seal
Internal Recycle PS	1	PI-203-3B	Internal Recycle Pump #3 Pressure	0-30 PSI	I-10	w/Diaphragm Seal

Commerce Controls Incorporated

Section 2 – Value Engineering

City of Cocoa

Jerry Sellers WRF Upgrades

1. Proposed requirement for ICSC (Instrumentation & Control System Contractor), a k a the I&C Subcontractor, be responsible for programming all PLC's affected by this work; and also be responsible for all SCADA tie-in and integration.

   Within the language of the CCI Proposal; and also denoted in the submitted Bid Form; and also further described and discussed in the Clarifications document within CCI's submitted Bid Package, CCI has identified definitively what our offering and scope is, in terms of providing the programming and integration services. CCI does NOT include these in our Proposal, at this time; but we certainly would consider pricing and including, if asked.

   For purposes of what is stated here in this VE document, the discussion shifts past the yes-or-no of inclusion, to discussion of what benefit it would provide to have the I&C Subcontractor be responsible for all programming and integration.

   As we are not outright making the price offer for this inclusion (but are asking if the Owner would like us to, for consideration), there is no firm figure to consider or compare against the 3rd party PROGRAMMER's price offering – at this time. But perhaps a side-by-side cost comparison between the PROGRAMMER's price and the Subcontractor's price would be worthy of consideration.

   Aside from any financial comparison or examination of cost-savings, there are several "intangible" advantages for assigning the programming & integration to the I&C Sub:

   - Knowledge / Familiarity. We are well-versed on programming and integration for PLC's and SCADA; we deal with them every day, most every project. Skill-sets extend to several different manufacturing platforms – Rockwell, Trihedral, GE-iFIX, Wonderware, Schneider, Modicon, many others.
   - Single-source responsibility, greater ease with conflict resolution. Having one responsible party mitigates the gray-area of problems and issues, reduces the "finger-pointing."
   - It may offer a more global view of the complete-system's implementation and integration by having a single-source supplier/integrator.

   As has been previously stated, CCI would welcome further discussion on the should-this-be-the-ICSC's-responsibility question, as well as financial, coordination and scheduling implications.

Other than that stated above, CCI does not submit any other VE offerings for this Project.

Commerce Controls Incorporated

Section 3 – Sanctions & Litigation

City of Cocoa

Jerry Sellers WRF Upgrades

No information is submitted for this Section, as no description of the documentation requested was included in the Bid Manual and other Solicitation documents. CCI will make this available if requested to do so.

Commerce Controls Incorporated

Section 4 – List of Subcontractors

City of Cocoa

Jerry Sellers WRF Upgrades

CCI intends to self-perform all activities associated with the I&C Scope of Work. Therefore, we have NOT included any subcontractors within our proposal pricing.

Commerce Controls Incorporated

Section 5 – Licenses

City of Cocoa

Jerry Sellers WRF Upgrades

Confirming our Business License for Commerce Controls, Fla. LLC, CCI submits for this Solicitation:

- Florida Division of Corporations verification, via Sunbiz.org
- Annual Report statement for Commerce Controls, Fla., LLC



Detail by Entity Name

Florida Limited Liability Company
COMMERCE CONTROLS (FLA.), L.L.C.

Filing Information

Document Number	L00000012822
FEI/EIN Number	38-3579158
Date Filed	10/17/2000
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	07/28/2009

Principal Address

8875 Hidden River Parkway
Suite 340
Tampa, FL 33637

Changed: 01/15/2015

Mailing Address

777 CHICAGO ROAD
STE 1
TROY, MI 48083

Changed: 01/18/2023

Registered Agent Name & Address

STARK, RODERICK KEITH
19951 CHAPEL TRACE
ESTERO, FL 33928

Name Changed: 01/18/2023

Address Changed: 01/18/2023

Authorized Person(s) Detail

Name & Address

Title MANAGER

KAISER, ROBERT S
777 CHICAGO ROAD
STE 1
TROY, MI 48083

Annual Reports

Report Year	Filed Date
2021	01/18/2021
2022	01/19/2022
2023	01/18/2023

Document Images

01/18/2023 -- ANNUAL REPORT	View image in PDF format
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01/27/2020 -- ANNUAL REPORT	View image in PDF format
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02/13/2018 -- ANNUAL REPORT	View image in PDF format
03/22/2017 -- ANNUAL REPORT	View image in PDF format
03/17/2016 -- ANNUAL REPORT	View image in PDF format
01/15/2015 -- ANNUAL REPORT	View image in PDF format
02/25/2014 -- ANNUAL REPORT	View image in PDF format
01/31/2013 -- ANNUAL REPORT	View image in PDF format
03/21/2012 -- ANNUAL REPORT	View image in PDF format
04/29/2011 -- ANNUAL REPORT	View image in PDF format
07/15/2010 -- ANNUAL REPORT	View image in PDF format
07/28/2009 -- Reinstatement	View image in PDF format
03/22/2006 -- REINSTATEMENT	View image in PDF format
08/19/2004 -- ANNUAL REPORT	View image in PDF format
01/29/2003 -- LIMITED LIABILITY CORPORATION	View image in PDF format
01/31/2002 -- ANNUAL REPORT	View image in PDF format
04/30/2001 -- ANNUAL REPORT	View image in PDF format

10/17/2000 -- Florida Limited Liabilites	View image in PDF format

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jan 18, 2023
Secretary of State
8369413979CC

DOCUMENT# L00000012822

Entity Name: COMMERCE CONTROLS (FLA.), L.L.C.

Current Principal Place of Business:

8875 HIDDEN RIVER PARKWAY
SUITE 340
TAMPA, FL 33637

Current Mailing Address:

777 CHICAGO ROAD
STE 1
TROY, MI 48083 US

FEI Number: 38-3579158

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

STARK, RODERICK KEITH
19951 CHAPEL TRACE
ESTERO, FL 33928 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: RODERICK KEITH STARK 01/18/2023

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MANAGER
Name	KAISER, ROBERT S
Address	777 CHICAGO ROAD STE 1
City-State-Zip:	TROY MI 48083

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 a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ROBERT S KAISER MANAGER 01/18/2023

Electronic Signature of Signing Authorized Person(s) Detail — Date

Commerce Controls Incorporated

Section 6 – Certification of Insurance

City of Cocoa

Jerry Sellers WRF Upgrades

- CCI acknowledges the understanding that *No Subcontractor will be allowed to begin work onsite until the required insurance documentation naming Construction Manager (WSI) and the Owner (City of Cocoa) as additionally insured parties is provided.*
- Copy of CCI Insurance Certificate, next page

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Kapnick Insurance Group
333 Industrial Dr
Adrian MI 49221

CONTACT NAME: Linda Aiken
PHONE (A/C, No, Ext): 517-266-6959 **FAX (A/C, No):** 517-263-6658
E-MAIL ADDRESS: linda.aiken@kapnick.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Insurance Company of A	25674
INSURER B : Indian Harbor Insurance Co.	36940
INSURER C : Zurich North America Companies	16535
INSURER D :	
INSURER E :	
INSURER F :	

INSURED GALLK-1
Commerce Controls Inc.
41069 Vincenti Court
Novi MI 48375

COVERAGES **CERTIFICATE NUMBER:** 671293330 **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	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:			GLO 2930034-00	6/30/2023	3/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAP 2930035-00	6/30/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			CUP-1T183658-23-NF	6/30/2023	3/1/2024	EACH OCCURRENCE AGGREGATE $	$ 19,000,000 $ 19,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC2930033-00	6/30/2023	3/1/2024	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
B	Contr Pollution and Professional			CEO744662606	6/30/2023	3/1/2024	Poll Liab Prof Liab	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AUTOMATIC STATUS POLICY FORMS (WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH NAMED INSURED, PER POLICY TERMS & CONDITIONS)

GENERAL LIABILITY:
Additional Insureds-
U-GL-2162-A CW (2/19) – Owners, Lessees or Contractors, Including ongoing operations in the “products-completed operations hazard”

Primary and Non-Contributory – U-GL-2162-A-CW (2/19)
See Attached...

CERTIFICATE HOLDER

"SAMPLE CERTIFICATE"

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
James D Kapnick

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AGENCY CUSTOMER ID: GALLK-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Kapnick Insurance Group	Commerce Controls Inc. 41069 Vincenti Court Novi MI 48375
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation- U-GL-925-B-CW (12/01)

AUTO LIABILITY:

Additional Insureds-

U-CA-424-F-CW (2/14) - Coverage Extension Endorsement – Blanket Additional Insured where required by written contract or written agreement

Primary and Non-Contributory – U-CA-424-F-CW (2/14)

Waiver of Subrogation- U-CA-424-F-CW (2/14)

WORKERS' COMPENSATION:

Waiver of Subrogation- WC 00 03 13

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Commerce Controls Incorporated

Section 7 – Proof of Bonding Capability

City of Cocoa

Jerry Sellers WRF Upgrades

Confirming CCI's Bonding Capability, we submit for this Solicitation:

- CCI Surety Letter
- Bond Letter – Alliant Insurance Services, Inc. & Gallagher-Kaiser Corp. (CCI's parent company)

Kapnick

Strength. Knowledge. Direction.®

888.263.4656 | info@kapnick.com | kapnick.com

December 27, 2022

RE: Commerce Controls, Inc.

To Whom It May Concern,

We are the bonding agent for Commerce Controls, Inc. The Travelers Casualty and Surety Company of America considers them to be an extremely capable, very well managed and highly successful construction company. They have had a long standing, valued relationship with Commerce Controls, Inc. The company has performed numerous large construction projects to complete satisfaction of the owner and the bonding company. Travelers has established a bond line of $10,000,000 single and $40,000,000 aggregate.

The Travelers Causality and Surety Company of America has an A++ A.M. Best rating and is willing to execute the necessary performance and payment bonds of behalf of Commerce Controls, Inc. once the appropriate request and underwriting documentation is received. Please give us a call if you wish additional information concerning this outstanding construction operation.

Sincerely,

Jason McLelland
Senior Vice President, Construction Practice Leader

May 31, 2023

Mr. Robert S. Kaiser
Chief Executive Officer
Gallagher-Kaiser Corporation
777 Chicago Road
Troy, MI 48083

Re: Generic Construction Projects

Dear Robert:

We are pleased to inform you that we service the surety bonding requirements of Gallagher-Kaiser Corporation, its divisions and subsidiaries.

As a matter of reference, and under the proper circumstances, please be advised that we are prepared to arrange for bonding on their behalf in the range of $1 Billion on a single project basis and $2 Billion in the aggregate.

Furthermore, we believe that Gallagher-Kaiser Corporation is a highly qualified and professional construction organization and will complete any project they undertake in a most qualitative and cost-effective manner.

Please be advised that all requests for Performance and Payment Bonds are subject to the review and acceptance of the terms and conditions of the construction contract agreement along with satisfactory evidence of project financing and customary surety underwriting review at the time of the request of any Bonds. We assume no liability to you or to third parties if for any reason we do no execute said bonds.

If we can be of any additional assistance or provide any additional assurances, please do not hesitate to contact me at your convenience.

Sincerely,

David Finkelstein

David Finkelstein
Senior Vice President

Commerce Controls Incorporated

Section 8 – Clarifications

City of Cocoa

Jerry Sellers WRF Upgrades

- Clarifications are identified within the CCI Cost Proposal, under the following headings:
  - Proposal Assumptions – General Limitations
  - Basis of Proposal (Project-Specific) Technical/Scope Clarifications
  - Equipment and services to be provided by others
  - Financial Terms and Provisions

- **Programming & Integration NOT included.** Of special note concerning CCI's proposed scope, inclusions and exclusions: As was repeatedly stated in CCI's Proposal, and also delineated on the submitted Bid Form, CCI does not offer, per terms and language of our Proposal, any services or Scope related to Programming & Integration. This would include any portion of PLC programming for added/modified equipment, processes or control functions; and similar non-inclusion at the HMI/SCADA end of the Plant's Network.

  There seems to be some scope misalignment between what is stated in the Design Specifications and what is indicated within the Bid Manual as issued by WSI. The Design clearly states that the preponderance of programming and integration is to be performed by a third-party entity, identified as "PROGRAMMER." Conversely, the Bid Manual identifies that these services and provisions are to lie within the I&C Subcontractor's scope. So we (CCI) had to make an inclusion/exclusion judgment. For the time being, and not having clarification or correction as to the requirements, CCI made decision to not offer.

  The decision to exclude does not indicate an unwillingness to provide the programming & integration – quite the contrary. CCI would welcome the opportunity to do so. But please understand, as both documents are currently written (Specifications and Bid Manual), CCI would seek to clarify the work requirements and expectations as fully as possible, so we can best complete the mission on this Project and fulfill the Owner's expectations.

  CCI is well-qualified, credentialed and holds high levels of certification for both the Rockwell PLC platform, and for the Trihedral VTScada platform.

  While not very quantitative in our narrative, CCI does mention the possibility of undertaking this programming and integration ourselves – in the Value Engineering bid-submittal document.

City of Cocoa
Jerry Sellers WRF Pump Stations Rehab
Bidder Question Log

Project: Jerry Sellers WRF Pump Stations Rehabilitation	**Date Submitted:** 12/13/2023
Phase: GMP 2 Bidding	
Architect/Engineer: Carollo	

Addendum	Key No.	Document Reference	Question Received	Questions	By	Response	Response By	Engineer/Owner Confirmation	Addendum Response
2	1	09969 - App B	11/9/2023	The Coatings sections calls for Tnemec 66 primer. Tnemec stated that their standard Factory-applied Polyamidoamine Epoxy Primer is suitable for all applications. Am I good to continue with N140? Tnemec 66 is absolutely an upcharge.	Ferguson	**Use of Tnemec N140 instead of Tnemec 66 and/or 69 is acceptable.**	DRK/Carollo	Agreed.	Use of Tnemec N140 instead of Tnemec 66 and/or 69 is acceptable.
2	2	15211 - 2.01.C.1.	11/9/2023	The Fitting spec still states C110. Flange Fittings are C110, but standard MJ is C153. Are How do you want to proceed on the MJ Fittings? C110 is much more expensive than C153 on the MJ Fittings.	Ferguson	**AWWA C153 MJ fittings are acceptable.**	DRK/Carollo	Agreed.	AWWA C153 MJ fittings are acceptable.
2	3	01110	11/9/2023	Is this an Import or Domestic project?	Ferguson	**Import materials are allowed, however they must be in compliance with the approved manufacturer's list in the Cocoa Technical Provisions, unless modified by an addendum.**	City	Agreed.	Import materials are allowed, however they must be in compliance with the approved manufacturer's list in the Cocoa Technical Provisions, unless modified by an addendum.
2	4	01738	11/7/2023	For material and equipment demolition, who has the first right of refusal?	Creative	**City will have the first right of refusal for any demolition materials or equipment for this project.**	DRK/Carollo/City	Agreed.	City will have the first right of refusal for any demolition materials or equipment for this project.
2	5	00C03	11/10/2023	Based on the RAS proposed alignment and potential conflicts, does the engineer want to include additional fittings from what is current identified? Will it be required to maintain a minimum 3-feet of cover for the proposed RAS alignment. Is the tie-in to the existing 14-inch RAS piping always pressurized similar to the IPS discharge piping without any means of isolation?	WSI	**Include providing and installing four additional 45 ductile iron fittings with what is shown in the drawings for unforeseen conflicts.** **No, minimal depth can be reduced to 2-feet.** **Yes, contractor shall provide a line stop at this tie-in location in order to maintain continous flow to the downstream trains.**	DRK/Carollo	Include four extra 45 DI fittings. If not used, provide credit. City to confirm.	Include providing and installing four additional 45 ductile iron fittings with what is shown in the drawings for unforeseen conflicts. No, minimal depth can be reduced to 2-feet. Yes, contractor shall provide a line stop at this tie-in location in order to maintain continous flow to the downstream trains.
2	6	00C03	11/10/2023	What length of drain removal and replacement is required? Can this piping be PVC and how many fittings are anticipated for the repair?	WSI	**Assume a minimum of 100 feet of 6-inch DI drain piping and 3 wye fittings and two clean out locations for this removal and repair. Asphalt repair will be as shown on the current drawings.**	DRK/Carollo	Agreed.	Assume a minimum of 100 feet of 6-inch DI drain piping and 3 wye fittings and two clean out locations for this removal and repair. Asphalt repair will be as shown on the current drawings.
2	7	00C03	11/10/2023	Confirm if multiple containment runs are needed for each wetwell to route the tubing? Assume three separate carrier pipes are needed.	WSI	**Provide one carrier pipe for each wetwell with one spare tube in each carrier pipe. Therefore, a total of three - 4 inch carrier pipes with two - 1/2 tubing per carrier pipe for a total of six (6) runs. All tubing piping shall be a continuous run per note 5 on dwg 00C03.**	DRK/Carollo	Include a spare per run.	Provide one carrier pipe for each wetwell with one spare tube in each carrier pipe. Therefore, a total of three - 4 inch carrier pipes with two - 1/2 tubing per carrier pipe for a total of six (6) runs. All tubing piping shall be a continuous run per note 5 on dwg 00C03.
2	8	00M05	11/10/2023	Note 5 indicates a replacement of the reuse spray system, are details of this system available to be replaced? Will the piping require top slab penetrations?	WSI	**Install new wetwell spray piping - 1" Sch 40 316 SST pipe with one 2" Sch 40 316 SST connection into the inplant reclaimed system, include one a 1" 316 SST BV on each drop prior to the penetration into each wetwell. Main pipe will have one 2" 316 SST BV and wye strainer.**	DRK/Carollo	System should be reused if possible, per Note 5. New penetrations required; link seal recommended.	Install new wetwell spray piping - 1" Sch 40 316 SST pipe with one 2" Sch 40 316 SST connection into the inplant reclaimed system, include one a 1" 316 SST BV on each drop prior to the penetration into each wetwell. Main pipe will have one 2" 316 SST BV and wye strainer.
2	9	00M05	11/10/2023	Note 9 indicates the City will bypass the IPS, but this is only for the wastewater influent flow not the drains, correct? Confirm if, contractor will need to bypass the drains.	WSI	**Contractor will be responsible for coordinating drain bypass system in accordance with section 02553. Drain flows are identified in section 02553 and as updated as follows:** **ABW flows are as follows:** **- Flow rate 500 gpm** **- ABW drain run time: 40 minutes** **- ABW drain run cycle: on 40 minutes, off 4 hours, on 40 minutes, indefinitely**	DRK/Carollo/City	Agreed. Update ABW flows as follows: - Flow rate 500 gpm - ABW drain run time: 40 minutes - ABW drain run cycle: on 40 minutes, off 4 hours, on 40 minutes, indefinitely	Contractor will be responsible for coordinating drain bypass system in accordance with section 02553. Drain flows are identified in section 02553 and as updated as follows: ABW flows are as follows: - Flow rate 500 gpm - ABW drain run time: 40 minutes - ABW drain run cycle: on 40 minutes, off 4 hours, on 40 minutes, indefinitely
2	10	00M07	11/10/2023	IR discharge piping penetrating the existing tank wall will require reinforced concrete repair? Is a detail available to repair these openings?	WSI	**Refer to detail K on drawing 00TS01 labeled Addendum 2 attached herein.**	DRK	Carollo will provide detail.	Refer to detail K on drawing 00TS01 labeled Addendum 2 attached herein.
2	11	00M07	11/10/2023	Can existing buried valves remain and be plugged and abandoned in place?	WSI	**Yes, buried valves can be plugged and abandoned in place. Actuator and stem will be closed and removed.**	DRK	Agreed.	Yes, buried valves can be plugged and abandoned in place. Actuator and stem will be closed and removed.
2	12	00M07	11/10/2023	Existing drain system is shown to remain, can this be adjusted and reused for the new IR pump station?	WSI	**Yes, reuse the existing drain system for new IR piping seal water and air release drains. Coordinate pipe locations and route to new drain locations shown on 00M09.**	DRK	Agreed.	Yes, reuse the existing drain system for new IR piping seal water and air release drains. Coordinate pipe locations and route to new drain locations shown on 00M09.
2	13	00M08	11/10/2023	Can details be provided on the pipe support call out P226 in section B?	WSI	**Refer to detail P626 within Addendum 2.**	DRK	Carollo will provide detail.	Refer to detail P626 within Addendum 2.
2	14	00M09	11/10/2023	Existing control panel will be impacted by IR flow meter bypass piping. Is panel active and remain in operation?	WSI	**Record drawings show it as panel PCP-150, which is for power and control to 3 EQ pumps. Panel is active and should remain in service for EQ pump station during construction. For the purposes of the bid install the IR meter bypass directly below the new IR flow meter. Include the following additional components for this alternate:** **- 20" 90 bend with base,** **- concrete support, and** **- MJ plug valve confirgured with side actuator.**	DRK/Carollo	Record drawings show it as panel PCP-150, which is for power and control to 3 EQ pumps. Panel is active and should remain in service for EQ pump station during construction. If the below ground bypass is in conflict after survey/sub surface investigation, an alternative bypass pipe alignment directly under the flow meter assembly can be constructed. The only additional components for this alternate will be a 20" 90 bend with base, concrete support, and MJ plug valve confirgured with side actuator. To be discussed with City.	Record drawings show it as panel PCP-150, which is for power and control to 3 EQ pumps. Panel is active and should remain in service for EQ pump station during construction. For the purposes of the bid install the IR meter bypass directly below the new IR flow meter. Include the following additional components for this alternate: - 20" 90 bend with base, - concrete support, and - MJ plug valve confirgured with side actuator.
2	15	00M09	11/10/2023	Provide detail MP032 called out at end of IR suction piping.	WSI	**Use detail MP624 and mount under tee. Dwg will be revised accordingly in conformed set.**	Carollo	Use detail MP624 and mount under tee. Dwg will be revised accordingly in conformed set.	Use detail MP624 and mount under tee. Dwg will be revised accordingly in conformed set.
2	16		11/10/2023	Is the 4" FM shown at the northeast side of the PTS still in use?	WSI	**No flows enter the preliminary treatment structure when it is bypassed. It is assumed that these original sidestream flows enter the existing drain system and flow directly to the influent pump station.**	DRK/Carollo/City	Our understanding from record drawings is that 4" FM is no longer connectd to the Admin building and now flows directly to the IPS. City to confirm.	No flows enter the preliminary treatment structure when it is bypassed. It is assumed that these original sidestream flows enter the existing drain system and flow directly to the influent pump station.
2	17	00M18	11/10/2023	Flushing details differ and not consistent, coordinate how seal water is to be piped and valved between these details and I&C dwg I-10.	WSI	**Seal water system to be constructed with components as per Detail MA302, Detail MA311 and I&C details will be revised to match in Conformed drawings.**	Carollo	Seal water system to be constructed with components as per Detail MA302, Detail MA311 and I&C details will be revised to match in Conformed drawings.	Seal water system to be constructed with components as per Detail MA302, Detail MA311 and I&C details will be revised to match in Conformed drawings.
2	18	Bid Manual	11/14/2023	1.Regarding the Demolition Subcontractor Bid Manual: Item 6.1.1 – 1) A. d. "Subcontractor shall furnish and install a PE stamped shoring system for the existing interior walls" a.Could this scope be revisited and potentially be moved from the demolition scope? Coordination with this scope will be important and some shop drawings would help us price the T-Lock Liner demo and the access we will be permitted, but PAW views the shoring as an item that should be on a different trade since it is not temp shoring for demolition.	PAW	**This scope of work is eliminated from the demolition subcontractors scope within Addendum 2.**	DRK	WSI to coordinate.	This scope of work is eliminated from the demolition subcontractors scope within Addendum 2.
2	19	Bid Manual	11/14/2023	2.Regarding the Demolition Subcontractor Bid Manual: Item 6.1.1 – 1) A. e.; B. b "Subcontractor shall clean the interior of the structure and legally dispose of the debris in accordance with section 02763." a.This scope is more open ended than what is referenced in the specification section and there is no per Ton number that can be provided in addition to the demolition bid package. The section references 200TN of wet material and to base a per ton number on that once the tank is drained. PAW can provide a number if broken out separately, but not if an unspecified quantity has to be assumed.	PAW	**This scope of work is eliminated from the demolition subcontractors scope within Addendum 2.**	DRK	WSI to coordinate.	This scope of work is eliminated from the demolition subcontractors scope within Addendum 2.
2	20	Bid Manual	11/14/2023	Section 6 of the paints and coatings manual lists sections 3180 and 9960 as required in our schope. Further down the page in section 6.1.2 it mentions section 3740. Can you clarify which portions of the project will be required in the painting and coatings scope and could you clarify how deep of concrete repair we can expect to be required in our scope?	Universal	**All existing structures identified to have concrete surface repair work from the documents, such as the influent pump station and preliminary treatment structure. The depth and amounts of repair work are noted within the in the Bid Form of the Painting and Coating Bid Manual.**	DRK	WSI to coordinate.	All existing structures identified to have concrete surface repair work from the documents, such as the influent pump station and preliminary treatment structure. The depth and amounts of repair work are noted within the in the Bid Form of the Painting and Coating Bid Manual.
2	21	Geotechnical	11/14/2023	Is a geotechnical report or historical geotechnical available for this site? Record drawing C-4 showns soil boring locations but no log information in these documents.	WSI	**Refer to historical geotechnical information dated October 1985 attached to Addendum 2.**	DRK	Carollo provided available information to WSI.	Refer to historical geotechnical information dated October 1985 attached to Addendum 2.
2	22	00M05	11/16/2023	Is any as-built information available on the underground portion of the Bracco Pond piping?	WSI	**Refer to the Sellers Plant As-Built dated 5/5/1999 attached to Addendum 2.**	DRK	City to confirm.	Refer to the Sellers Plant As-Built dated 5/5/1999 attached to Addendum 2.
2	23	00M13	11/16/2023	Based on the drawing general note 1, the contractor will be required to remove and subsequently reinstall the equipment to rehabilitate the existing channels. Our understanding from the 11/15 site visit is the City will perform rehabiliation on the mechanical bar screen and compactor equipment once removed. It is assumed that the screen and compactor will continue to function once rehabiliated and reinstalled in the channel. We are unsure if the grit collection paddle unit is in a conditon that once removed it will be functional upon replacement and if rehabiliation is available for this item. Should the grit collection paddle unit be considered being replaced as part of this work?	WSI	**Bid as specified. Contractor shall remove existing equipment and store at a location on-site designated by the City. Once work is complete the Contractor shall re-install equipment.**	DRK	Confirm with City condition of grit collection paddle.	Bid as specified. Contractor shall remove existing equipment and store at a location on-site designated by the City. Once work is complete the Contractor shall re-install equipment.
2	24	00C01	11/16/2023	Please clarify if MCC 3 & 4 is one building or two and please provide the dimensions or plans.	CROM	**The electrical building for MCC-3 and 4 is only one building. Anticipated building dimensions are 20x12x14 feet, no as-builts are available at this time.**	DRK	Agreed.	The electrical building for MCC-3 and 4 is only one building. Anticipated building dimensions are 20x12x14 feet, no as-builts are available at this time.
2	25	00M13	11/16/2023	Will the existing PISTA grit motor be removed prior to concrete rehab?	CROM	**Yes, the existing grit collection equipment is to be removed prior to concrete rehabiliation and coating work.**	DRK	Agreed.	Yes, the existing grit collection equipment is to be removed prior to concrete rehabiliation and coating work.
2	26	Bid Manual	11/16/2023	In Section 6.1.2. Item 1.a. references "Remove components of mechanical and electrical systems and paint separately." Please confirm this will be performed by others.	CROM	**Mechanical and electrical systems, if needed to be removed to perform painting work, will be by others.**	DRK	WSI to please provide reference section..	Mechanical and electrical systems, if needed to be removed to perform painting work, will be by others.
2	27	Bid Manual	11/16/2023	Please confirm that we are only painting the new DIP.	CROM	**Correct only new installed piping and appurtenances for this project will be painted or coated.**	DRK	WSI to please provide reference section..	Correct only new installed piping and appurtenances for this project will be painted or coated.
2	28	Bid Manual	11/16/2023	Please provide type of coating required to repair patched penetration on Anoxic Chamber where pipe demo will be performed.	CROM	**Refer to note on drawing 00M07**	DRK	Agreed.	Refer to note on drawing 00M07
2	29	Bid Manual	11/16/2023	Please clarify the total amount of liquidated damages for this job, if required.	CROM	**City required Liquidated Damages is $500 per day.**	DRK	Agreed.	City required Liquidated Damages is $500 per day.
2	30	Bid Manual	11/16/2023	Please clarify if Bonds will be required of CROM.	CROM	**Yes, bonds will be required for all subcontractors performing work.**	DRK	Agreed.	Yes, bonds will be required for all subcontractors performing work.
2	31	00M07	11/16/2023	Are the existing concrete pipe supports for the IR piping in the first anoxic tank need to be removed?	WSI	**Yes, existing concrete pipe supports need to be cut flush with tank floor with reinforcement burned back and existing adjacent coating re-applied.**	DRK	Agreed.	Yes,existing concrete pipe supports need to be cut flush with tank floor with reinforcement burned back and existing adjacent coating re-applied.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Construction Manager at Risk Services for Water and Wastewater Plant Projects	2024-04.1
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 01/03/24 City Bid Number: RFQ 19-04-COC AMOUNT: $ 1,448,145.00

Vendor Name: Wharton-Smith, Inc. Quote/Proposal Number: 2024-04

Dept. Number/Division Name: Utilities/Engineering

Project Name: Internal Recycle Pump Replacement Project Number: WS22IR

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : 1 Requested Amendment Amount: $ 10,133,063.00

Original Task Order Amount: $ 1,448,145.00 Total Revised Amount including all Amendments: $ 11,581,208.00

Total number of Amendments including this one: 1

Scope of Services; Justification for Amendment

The original task order covered the Guaranteed Maximum Price (GMP) Proposal #1 from Wharton-Smith, Inc, (WSI) for the limited construction services, consisting of long lead items and subsurface investigation services, for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project. Amendment #1 to this task order covers the GMP Proposal #2, comprised of the remaining scope of construction services, primarily consisting of the installation of the long lead items that were procured under the original task order. GMP Proposal #2 will be performed by WSI as Amendment #5 under the CMAR master services agreement under RFQ-19-04-COC.

Design is Construction Related: ☐ YES ☐ NO ☑ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☑ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Requestor

Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2024-04.1

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

MASTER SERVICES AGREEMENT
Construction Manager at Risk (CMAR) Services for
Specified Water and Wastewater System Projects

THIS AGREEMENT is made and entered into as of the Effective Date (as defined below) by and between the **CITY OF COCOA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **WHARTON-SMITH, INC.**, a Florida corporation ("Construction Manager"), whose principal address is 750 Monroe Road, Sanford, Florida 32771.

WITNESSETH:

WHEREAS, the City desires to obtain construction manager at-risk (CMAR) services to include pre-construction and construction phase services for identified projects for the City's water and wastewater systems from time to time and on an as-needed, project-specific basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes specifically for the projects that are identified in RFQ #Q-19-04-COC and set forth herein; and

WHEREAS, Construction Manager participated in the selection and negotiation process under RFQ #Q-19-04-COC and desires to provide CMAR services if the City assigns one or more of the identified projects to the Construction Manager after the effective date of this Agreement; and

WHEREAS, Construction Manager is willing to provide such CMAR services to the City under the terms and conditions stated herein; and

WHEREAS, the City is willing to place Construction Manager on its list of pre-approved CMAR services consultants for the aforementioned projects.

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

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

1.1 "Agreement" shall refer to this Master Services Agreement, as may be amended from time to time, which shall constitute authorization for Construction Manager to provide CMAR services approved on an individual basis by the City.

1.2 "Assigned Project" means each individual Project for which Construction Manager is assigned by the City to provide Services pursuant to the project bidding procedure set forth in Paragraph 4.1 of this Agreement.

1.3 "Change Order" shall mean a written order signed by the City authorizing an addition, deletion, or revision in the Work or adjustment in the contract price or time.

1.4 "Construction Manager" shall mean Wharton-Smith, Inc., a Florida corporation, and its principals, employees, and resident project representatives (and assistants).

1.5 "Contract Documents" consist of the following items, including all modifications thereof, incorporated into the documents before their execution: this Agreement; Notice to Firms; Instructions to Bidders; Special Provisions; GMP Amendment; Technical Specifications; Proposal; Performance/Payment Bond; Drawings; and Addenda pertaining to the contract.

1.6 "Contractor's Fee" is the Construction Manager's profit for the construction phase work for each Project, expressed as a percentage of the cost of construction.

1.7 "Design Engineer" means the engineering team retained by the City to create the design and specifications for the Project. The Design Engineer is the Engineer of Record for the Project.

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

1.9 "GMP Amendment" is a document that outlines the scope of the Work, the technical documents, assumptions, clarifications, technical exclusions, the project schedule, and the GMP Proposal for the Project. The executed GMP Amendment shall automatically become part of the Contract Documents and shall establish the GMP, key supervisory personnel for the Project, the contract duration for the Project, liquidated damages dollar amount per calendar day, and all required bond and insurance documents.

1.10 "GMP Proposal" is a price proposal that includes the Construction Manager's General Conditions Fee, cost of the construction Work, payment and performance bond costs, building permit allowance, insurance costs, project construction contingency, and Contractor's Fee. The GMP Proposal shall be based on the drawings and specifications and the Contract Documents.

1.11 "Guaranteed Maximum Price" or **"GMP"** is the construction price agreed to between the Construction Manager and the City (as set forth in the GMP Amendment) and is the maximum total Project price that the Construction Manager guarantees not to exceed for the Construction Phase of the Assigned Project. It shall not include the services rendered during the Pre-Construction Phase.

1.12 "General Conditions Fee" is the overhead for services for the Construction Phase, exclusive of physical construction, expressed as a percentage of the cost of the construction Work.

1.13 "Open-Book Process" is the process used for establishing costs and subsequent GMP. The process requires the cost to be developed in a completely transparent manner, with no hidden costs or inflated amounts. Transparency means full, confidential disclosure of all the details and can include third party verification, if required. Construction estimates should be based on the actual cost of the Work. This can mean actual labor, expenses, materials, equipment, and

production rates for the self-performed scope, combined with stand-alone subcontractor quotes obtained via best-value, competitive bidding approach.

1.14 "Project(s)" means only those projects that were identified in RFQ #Q-19-04-COC, as listed in Paragraph 3.1 of this Agreement.

1.15 "Project Manager" is the person designated by the City to provide direct interface with the Construction Manager with respect to the City's responsibilities, as identified on the specifications for each Project.

1.16 "Project Site" is the location of the Project, as identified on the specifications for each Project.

1.17 "Project Team" is comprised of the Construction Manager, the City, and the Design Engineer.

1.18 "Public Record" shall have the meaning given in Section 119.011(12), Florida Statutes, as may be amended.

1.19 "Subcontractor" includes only those having a direct contract with the Construction Manager, and includes one who furnished material worked to a special design according to the plans or specifications of this Work, but does not include one who merely furnishes material not so worked.

1.20 "Value Engineering" is a project evaluation technique used during the Pre-Construction Phase that seeks to reduce costs and/or increase value by analyzing the functional requirements of a Project's materials, methods, components, and subsystems consistent with specified performance, reliability, maintainability, aesthetic, safety, and security criteria to ensure that it provides the best use of available Project funds.

1.21 "Work" or **"Services"** shall be used interchangeably and shall include the performance of the work agreed to by the parties for each Assigned Project, consistent with the projects described in Paragraph 3.1 of this Agreement. Work includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

2.0 TERM OF AGREEMENT

2.1 The term of this Agreement shall commence on the Effective Date and shall continue until the completion of the Projects described in Section 3.1 below, unless earlier terminated pursuant to the terms of this Agreement. Unless otherwise specified in a notice of termination, any Assigned Project in effect at the termination of this Agreement shall remain in effect until completion of said Assigned Project, and all of the terms and conditions of this Agreement shall survive until completion of all Assigned Projects.

3.0 GENERAL DESCRIPTION OF SERVICES

3.1 Projects. The Projects for which Construction Manager may be assigned by the City to provide services under this Agreement are limited to the following:

Water Projects

The Claude H. Dyal Water Treatment Plant (Dyal WTP) consists of a surface water treatment plant with a rated capacity of 12 MGD, expandable to 24 MGD, and a fully built out ground water treatment plant rated to treat 60 MGD. Average daily flows from the Dyal WTP annually are approximately 22.7 MGD. The disinfection system in place utilizes 4 ammoniators and 11 chlorinators, with associated storage and supply systems.

A. Chemical Conversion and Reliability Improvements Project
   - Chlorine gas and anhydrous ammonia conversions at the Dyal WTP.
   - Installation of a redundant 54-inch pump discharge transmission main and associated flow meter and vault. Included in this portion of work are new Generator and High Service Pump Buildings to include; associated mechanical piping, flow meter and vault, controls, piping connecting transfer pump line to suction line, new emergency generators, and refurbishment and relocation of the existing high service pumps #2 and #3.
   - Addition of a pressurized water main to create a loop to feed the existing 8 inch main loop on the south half of the plant site.
   - Plant site improvements to include a new maintenance/training building, modifications to the plant main entrance road, improvements to main entrance security, other security improvements, and associated drainage improvements.

B. Banana River Pump Station Improvements
   - Replacement of the two existing 2MG tanks at the Banana River Tank Site
   - Improvement to the chemical feed systems

C. Viera Pump Station Chloramination Conversion
   - Change existing chlorination system to a chloramination system to include new chemical injection system and associated infrastructure

D. Groundwater Filter Effluent Pipe Connection to Surface Water Clearwell
   - Connection of the groundwater filter effluent to the new surface water clearwell effluent pipe

E. Improvements to the Ozone System at the Dyal WTP
   - Chiller Replacement and Generator Improvements
   - Improvements to the Ozone System Contactor

F. Re-Carbonation Basin Expansion, Reconfiguration, and Improvements

G. Installation of third Sulfuraetor and Multipurpose Building at the Wewahootee site

H. Replacement of Dyal Finished Water 5MG Steel Ground Storage Tank

I. Surface Water (SW) Dewatering Improvements
   - Update of the SW polymer feed system and associated controls.
   - Building improvements to include HVAC and structural repairs

J. Rehabilitation of the Lime Residual Gravity Thickener Nos. 1, 2, and 3
   - Complete replacement of Gravity Thickener No. 3
   - Rehabilitation of Gravity Thickener Nos. 1 and 2
   - Dewatering Storage Improvements
   - Building Improvements

K. Wellfield Security Improvements
   - Increased security of our western wells to include fencing, cameras, lighting, and motion sensors.
   - Includes associated fiber installation

Wastewater Projects

The Jerry Sellers WRF is a 4.5 MGD AADF biological nutrient removal (BNR) facility providing tertiary treatment to allow wastewater effluent to be reclaimed for use in landscape irrigation. The BNR process is a modified five-stage Bardenpho process designed to remove carbonaceous biological oxygen demand (CBOD5), total nitrogen, and total phosphorus. Secondary clarification and tertiary filtration are provided to remove total suspended solids (TSS), followed by disinfection.

A. Biosolids Improvements Project
   - Improvements to the Jerry Sellers WRF biosolids treatment, including the replacement of existing belt filter presses and improvements to the existing building, addition of Aerobic Digester No. 3, and the replacement of the Aerobic Digester Blowers.

B. Chemical Storage Relocation
   - Relocating the chemical storage and feed facilities for greater control and automation of the process.

C. Internal Recycle Pump Replacement

D. Local Control Panel (LCP) # 1 Rehabilitation

E. Reclaimed Water Pump Replacements

F. Replacement of Motor Control Center (MCC) #7 and #8

G. Transfer Pump Replacements

H. Construction of valve vault and replacement of valves located near the digesters

The above are general descriptions of the Projects and will be further defined and clarified by the City during the term of this Agreement.

3.2 Definition of Services. The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Design Engineer, where applicable, in furthering the interests of the City. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete each Assigned Project in an expeditious and economical manner consistent with the interests of the City. The Construction Manager agrees to furnish construction services as set forth herein and required for completion of each Assigned Project on a guaranteed maximum price basis. The Construction Manager represents that it is thoroughly familiar with and understands the requirements of the referenced Projects and that it is experienced in the administration and construction of building projects of the types and scopes referenced above. The Construction Manager represents to the City that it has all necessary construction education, skill, knowledge, and experience required for these Projects and will maintain, at all times during the term of this Agreement, such personnel on its staff to provide the Services contemplated hereby within the time periods required for each Assigned Project. In addition, Construction Manager represents that it has, and all of the Subcontractors performing Services under this Agreement will have, all applicable licenses required by the State of Florida to perform such Services. The Construction Manager acknowledges that it is not guaranteed nor entitled to provide services to the City in connection with any particular Project by virtue of entering into this Agreement with the City and that the City may, in its sole discretion, decline to assign any Project to Construction Manager.

3.3 Project Team. The Construction Manager, the City, and the Design Engineer will work as a team through construction completion of each Assigned Project. The Construction Manager shall provide leadership to the Project Team on all matters relating to construction. The Design Engineer will provide leadership to the Project Team on all matters relating to design. When performing any Services under this Agreement, the Construction Manager shall utilize the key personnel described in the GMP Amendment. In the event any such personnel discontinue employment with Construction Manager, Construction Manager shall promptly replace such personnel with individuals approved by the City, in writing, which approval will not be unreasonably withheld.

3.4 Project Schedule/Time of the Essence. For each Assigned Project, the Construction Manager will provide the City with a preliminary schedule covering the Pre-Construction and Construction Phases. This preliminary schedule shall serve as the framework for the subsequent development of all detailed construction schedules described in this Agreement or the Contract Documents. The Construction Manager shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Assigned Project schedule, subject to delays in the schedule not the fault of the Construction Manager or its Subcontractors. Time is of the essence in the performance of this Agreement.

3.5 Preparation/Sufficiency of Site. The Construction Manager shall, among other things, (i) visit and thoroughly inspect the Project Site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the Assigned

Project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the Assigned Project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the Assigned Project; (iv) familiarize itself with pertinent Assigned Project dates, including the Assigned Project schedule; (v) review and analyze all Assigned Project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the Assigned Project. If the Assigned Project involves modifications to any existing structure(s) or other man-made feature(s) on the Project Site, the Construction Manager shall also review all as-built and record drawings, plans, and specifications of which the Construction Manager has been informed by the City, and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the Construction Manager resulting from its failure to familiarize itself with the Project Site or pertinent documents shall be deemed waived.

3.6 Contract Documents. The Contract Documents are complementary, and what is called for by any one shall be as biding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work for each Assigned Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's Project Manager immediately. The City's Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

3.7 Priority of Documents. In the event of discrepancies among the Contract Documents, priority shall be given in the following order:

First	GMP Amendment
Second	This Agreement, including all Exhibits
Third	Proposal
Fourth	Special Provisions
Fifth	Instructions to Bidders
Sixth	Technical Provisions
Seventh	Drawings
Eighth	Performance and Payment Bonds

4.0 CITY'S DUTIES, OBLIGATIONS & RESPONSIBILITIES

4.1 Project Information; Bidding. When a Project is developed by the City, it will notify the Construction Manager of the Project in the form of a bid document and will supply relevant information concerning the Project (for example, specifications, design drawings, sketches, schedule expectations, and budget). Construction Manager will be given the opportunity to submit a proposal based on the Project information supplied by the City. The proposal shall include the Construction Manager's Pre-Construction Phase Services Fee (lump sum amount), General Conditions Fee (percentage of the estimated cost of construction), Contractor's Fee

(percentage of the estimated cost of construction), and insurance and bond costs (percentage of the estimated cost of construction). Construction Manager's response time for developing a proposal when notified of a Project will be based on the type of work to be assigned and will be stipulated by City in the bid document. If a site visit is required for the Project, the City shall state that in the bid document to Construction Manager.

The City will review the proposals submitted and select based on the lowest, most responsive bid. Upon selection, the City will issue (i) a Notice to Proceed and (ii) an executed City purchase order to Construction Manager.

4.2 City's Budget. The City shall establish and update a budget for each Project, including the amount allocated for construction, the City's other costs, and reasonable contingencies related to these costs as appropriate.

4.3 City's Representative. The City shall designate a Project Manager as its representative authorized to act on its behalf with respect to each Project.

4.4 Reservation of Rights; No Guarantee. The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other construction management companies to provide professional services. The City does not guarantee that any Work will be assigned to Construction Manager under this Agreement. The City reserves the right to assign or contract for professional services with any party in its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or Project to Construction Manager under this Agreement.

4.5 Time for Performance. The City shall review and approve or take other appropriate action on all design submittals within the timeframes set forth in the Assigned Project schedule.

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

4.7 Status of City. The City shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Construction Manager, for any of the foregoing purposes, be deemed the agent of the City.

4.8 City's Utilities. The Construction Manager shall be responsible to provide and pay for consumption of, and connections to, utilities required for temporary service and construction unless otherwise directed by the City.

5.0 CONSTRUCTION MANAGER'S SERVICES. The Construction Manager's Services to be provided hereunder shall include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

5.1 General Project Services. For each Assigned Project, the Construction Manager agrees to:

a. Identify a representative authorized to act as the project manager on behalf of the Construction Manager. This person shall be designated at the beginning of the Pre-Construction Phase and shall be the project manager through completion of the Construction Phase. The designee will need to be approved by the City and no substitutions will be allowed without prior written approval by the City.

b. Provide all services required to professionally complete the Work in an expeditious and economical manner consistent with the Contract Documents and the best interests of the City.

c. Endeavor to develop, implement, and maintain, in consultation with the City, Design Engineer, and subcontractors, a spirit of cooperation, collegiality, and open communication among the parties so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and, upon completion, the Assigned Project is deemed a success by all parties.

d. Perform the Services in accordance with schedule requirements.

e. Participate in, and cooperate with, design phase, construction phase, and post-occupancy commissioning, validation, and other quality assurance and quality control processes.

f. Complete all Work by the required date of substantial completion. The Construction Manager shall submit an initial construction schedule within the timeframe set by the City; a final construction schedule with the GMP Proposal; and revised construction schedules in accordance with the Contract Documents. The construction shall complement, and shall not conflict with, the design schedule.

g. Comply with City's policies, project management guides, and all requirements of the Contract Documents.

h. Expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the City agrees to procure any items prior to the establishment of the GMP pursuant to Section 5.5 below, the City shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the GMP, the City shall assign all contracts for these items to the Construction Manager, and the Construction Manager shall thereafter accept responsibility for them.

5.2 Pre-Construction Phase Services.

a. Scope of Services. The Construction Manager's Pre-Construction Phase Services for each Assigned Project will be set forth in the "Scope of Services" section of the Instruction to Bidders for the Project.

b. Commencement of Services. Construction Manager shall commence performance of Pre-Construction Phase Work within ten (10) days after receipt from the City of both the executed purchase order and the Notice to Proceed. The Pre-Construction Phase shall be complete once the GMP Proposal has been submitted by the Construction Manager, approved by the City, and made a part of the Contract Documents. The GMP Proposal shall be submitted at the ninety percent (90%) design phase, which shall be dictated by the design schedule.

c. Project Kick-Off Meeting. Within ten (10) calendar days following receipt of the Notice to Proceed/original purchase order, a mandatory project kick-off meeting will be held with the City and Design Engineer to discuss the Pre-Construction Phase Work and support of the City's Design Engineer in developing the design.

5.3 Guaranteed Maximum Price Proposal.

a. At ninety percent (90%) completion, the Construction Manager shall prepare a GMP Proposal for the City's review and acceptance. The GMP Proposal shall include the Construction Manager's General Conditions fee, cost of the construction Work, payment and performance bond costs, building permit allowance, insurance costs, project construction contingency, and Contractor's Fee. The GMP Proposal shall be based upon the drawings and specifications and the Contract Documents.

b. The GMP will include an amount agreed upon by the City and Construction Manager as a contingency to be used to pay for unforeseeable conditions. Unforeseeable condition expenditures require prior written consent of the City before execution of the work.

c. The Construction Manager shall include with the GMP Proposal a written statement of its basis, which shall include the following:

(i) A list of the drawings and specifications, including all addenda thereto, and the conditions of the contract;

(ii) A list of the clarifications and assumptions made by the Construction Manager in preparation of the GMP Proposal, including assumptions, permits, bonds, insurance, and all items required to complete the Project, to supplement the information provided by the City and contained in the drawings and specifications;

(iii) A statement of the proposed GMP, including a statement of the estimated cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's fee;

(iv) The anticipated construction schedule and date of substantial completion upon which the proposed GMP is based; and

(v) A mutually agreeable date by which the City must accept the GMP.

d. The Construction Manager shall meet with the City to review the GMP Proposal. In the event that the City discovers any inconsistencies or inaccuracies in the information presented, it shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP Proposal, its basis, or both.

e. If the City notifies the Construction Manager that the City has accepted the GMP Proposal in writing by the date specified in the GMP Proposal, the GMP Proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of the GMP, the City and the Construction Manager shall execute the GMP Amendment. The GMP Amendment shall outline the scope of Work, the technical documents, any assumptions, clarifications, or technical exclusions, the Assigned Project schedule, liquidated damages dollar amount per day, and the GMP Proposal for the Assigned Project.

f. The Construction Manager shall not incur any cost to be reimbursed associated with the Construction Phase of the Work prior to the commencement of the Construction Phase, unless the City provides prior written authorization for such costs.

g. The City shall authorize the Design Engineer to provide the revisions to the drawings and specifications to incorporate any agreed-upon assumptions and clarifications contained in the GMP Amendment. The City shall promptly furnish those revised drawings and specifications to the Construction Manager as they are revised. The Construction Manager shall notify the City of any inconsistencies between the GMP Amendment and the revised drawings and specifications.

5.4 Construction Phase Services.

a. Scope of Services. The Construction Manager's Construction Phase Services for each Assigned Project will be set forth in the "Scope of Services" section of the Instruction to Bidders for the Project.

b. Commencement of Services. Construction Manager shall commence performance of Construction Phase Work upon the City's acceptance of the Construction Manager's GMP Proposal and the execution of the GMP Amendment. The commencement and completion time of the Construction Phase of the Work and the liquidated damages dollar amount per calendar day shall be included in the GMP Amendment.

c. Construction Phase Conference. Within twenty (20) days after the effective date of the GMP Amendment, but before the Construction Manager starts the Construction Phase, a mandatory pre-construction conference will be held at the Project Site for review and acceptance of the schedules, to establish procedures for handling shop drawings and other submittals and for processing applications for payment, and to establish a working understanding among the parties as to the Work

5.5 Direct Purchase Program. The City may elect to implement a direct purchase program whereby it may purchase materials and equipment included in any subcontractor's bid for a portion of the Work directly from the supplier of such materials or equipment in order to achieve sales tax savings. Such materials and equipment are referred to as "Direct Purchase Materials." If City elects to implement a direct purchase program, it shall so notify Construction Manager in writing, and the terms of this paragraph shall govern, along with City's policies on the subject in effect at the time Construction Manager commences construction of the Assigned Project. The minimum value for a direct purchase shall be $100,000. The Construction Manager shall obtain Builder's Risk insurance on the Direct Purchase Materials naming the City as the insured or an additional insured, provided City shall reimburse Construction Manager for the cost of such insurance as provided by this Agreement. Construction Manager shall be responsible for safeguarding all Direct Purchase Materials on the Project Site on City's behalf.

6.0 CONTRACT SUM.

6.1 Payments to Construction Manager. The City will pay the Construction Manager as follows, with the specific amounts and/or percentages to be set forth on each Assigned Project-specific proposal as agreed to and accepted by the City.

a. Pre-Construction Services Fee. The fixed fee for the Construction Manager's Pre-Construction Services, which fee includes all direct and indirect costs incurred by the Construction Manager in the proper performance of the Pre-Construction Services.

b. General Conditions Fee. The General Conditions Fee for the Construction Phase, exclusive of physical construction, expressed as a percentage of the cost of the Construction Phase Work for the Project.

c. Contractor's Fee. The Construction Manager's profit for the Construction Phase Work, expressed as a percentage of the cost of construction Work for the Assigned Project.

d. Bonds. The Construction Manager's performance and payment bonds as required by the Contract Documents, expressed as a percentage of the cost of construction Work for the Assigned Project.

e. Insurance. The Construction Manager's insurance costs for the Project as required by the Contract Documents, expressed as a percentage of the cost of construction Work for the Assigned Project.

6.2 Guaranteed Maximum Price. The GMP is the construction price agreed to between the Construction Manager and the City (as set forth in the GMP Amendment) and is the maximum total price that the Construction Manager guarantees not to exceed for the Construction Phase of the Assigned Project. The GMP does not include the services rendered during the Pre-Construction Phase.

a. The GMP Amendment is a document that outlines the scope of the Work, the technical documents, assumptions, clarifications, technical exclusions, Project schedule, and GMP Proposal for the Assigned Project. The executed GMP Amendment shall automatically become a part of the Contract Documents and shall establish the GMP, the key supervisory personnel for the Assigned Project, the contract duration for the Assigned Project, liquidated damages dollar amount per day, and all required bond and insurance documents.

b. If the City and the Construction Manager are unable to agree on a GMP for the Construction Phase, the City shall terminate this Agreement as to that Assigned Project and direct the Design Engineer to complete the design and prepare construction drawings and specifications for public bidding of the Construction Phase of the Project. The Construction Manager shall not be permitted to submit a bid for the public bidding of the Construction Phase of the Project.

c. The Construction Manager guarantees that the contract sum (exclusive of the Pre-Construction Services Fee) shall not exceed the GMP set forth in the GMP Amendment, as it may be modified from time to time. To the extent the cost of the Work exceeds the GMP, the Construction Manager shall bear such costs in excess of the GMP without reimbursement or additional compensation from the City.

d. The GMP is subject to additions and deductions by Change Order as provided in the Contract Documents, and the dates of substantial and final completion shall be subject to adjustment as provided in the Contract Documents.

6.3 Construction Manager's Contingency.

a. The Construction Manager's contingency, established in the GMP, may be utilized, with the City's concurrence, for the following reasons:

(i) errors and omissions in the Construction Manager's bidding and scoping processes;

(ii) reasonable schedule recovery;

(iii) means, methods, and materials reasonably inferred from the Contract Documents;

(iv) subcontractor non-performance or default;

(v) Work not included in the Contract Documents that is necessary to cause the Assigned Project to conform to applicable building codes but was not identified as missing during the review of Contract Documents (through no fault of the Construction Manager), but expressly excluding any legal costs and expenses, including, without limitation, attorneys' fees and costs, associated with the Assigned Project;

(vi) other costs incurred by the Construction Manager that are not cost of the Work or General Conditions cost, for provision of management services necessary to complete the Assigned Project in an expeditious and economical manner consistent with the Contract Documents and the best interests of the City, but expressly excluding any legal costs and expenses, including, without limitation, attorneys' fees and costs, associated with the Assigned Project.

b. If upon completion of seventy-five percent (75%) of the Work, the remaining amount of contingency exceeds one-half of the amount of the initial post-buyout contingency, such excess shall be transferred via Change Order to the City.

6.4 Buyout Savings.

a. If Construction Manager receives bids for portions of the Work that are less than the amounts budgeted in the GMP proposal approved by City for such portions of the Work, such buyout savings shall first be utilized to offset shortfalls on other bid packages.

b. If, after offsetting any shortfalls, buyout savings remain, at the time provided in the Project schedule for the award of subcontracts, all buyout savings shall be returned to the City via "no cost" Change Order.

c. Use of Buyout Savings/Sales Tax Savings. The net amount of buyout savings and savings from City's purchase of Direct Purchase Materials may be utilized by the City for the following or other reasons:

(i) City's or Design Engineer's requested changes;

(ii) additive bid alternates and deductive credits;

(iii) design errors or omissions in the Contract Documents that were not detected by the Construction Manager through no fault of Construction Manager, including Work necessary to cause the Assigned Project to conform to applicable building codes;

(iv) differing/unforeseen existing conditions, as permitted by the Contract Documents.

6.5 Changes to the Guaranteed Maximum Price.

a. If the GMP has been established and when a specific bidder (i) is recommended to the City by the Construction Manager, (ii) is qualified to perform that portion of the Work, and (iii) has submitted a bid that conforms with the requirements of the Contract Documents without reservations or exceptions, but the City requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the construction schedule and the GMP by the difference between the bid of the person or entity recommended to the City by the Construction Manager and the amount and time requirement of the person or entity designated by the City.

b. Any changes to the scope of work that occur after the approval of the GMP Proposal will be addressed via the Change Order process.

6.6 Progress Payments. Partial payments calculated from completed Work in place and acceptable to the City at the unit bid prices or agreed-upon schedule of values will be made on or about the fifteenth (15^{th}) of each month on pay estimates based on the previous month's progress. The Construction Manager shall, after the first of each month, submit an invoice for materials used and Work performed for the previous month. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices, will be utilized for pay purposes. Once the Construction Phase of the Work commences, ten percent (10%) of the amount due and payable to the Construction Manager will be retained from each month's partial payment. Final payment will be accomplished as prescribed in the Contract Documents and will be based on complete Work in place. The Construction Manager shall (i) provide satisfactory evidence that it has acquired title to the materials, that materials have been paid for, and that the material will be used to perform Work for the Assigned Project, and (ii) provide a Consent of Surety for the progress payments.

6.7 Florida Prompt Payment Act. All payments to be made hereunder shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

7.0 GENERAL TERMS AND CONDITIONS

7.1 Detail Drawings and Instructions. The City's Project Manager will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions will be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

7.2 Copies of Drawings Furnished. Unless otherwise provided in the Contract Documents, the City will furnish to Construction Manager, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the Work.

7.3 Order of Completion. Prior to the start of the Work, Construction Manager shall submit schedules that show the order in which the Construction Manager proposes to carry on the Work with dates at which the Construction Manager will start the several parts of the Work and estimated dates of completion of the several parts. The City's Project Manager may order the schedule to be supplemented or amended as necessary to afford proper continuity of the Work.

7.4 Drawings and Specifications on the Work. The Construction Manager shall keep one copy of all drawings and specifications of the Work in good condition available to the City and its representatives.

7.5 Ownership of Drawings. All drawings, specifications, and copies thereof furnished by the City are its property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the City on request, at the completion of the Work.

7.6 Construction Manager's Understanding. It is understood and agreed that at such time as Construction Manager is authorized to proceed with an Assigned Project by the City, the Construction Manager shall carefully examine the Contract Documents and Project Site, satisfy itself as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under the Contract Documents. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this Agreement or the assignment of any Project, shall affect or modify any of the terms or obligations contained in the Contract Documents.

7.7 Materials; Appliances; Employees. Unless otherwise stipulated, the Construction Manager shall provide and pay for all materials, fuel, labor, water, tools, sanitary facilities, power, transportation, and other facilities necessary for the execution and completion of the Work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Construction Manager shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The City of Cocoa proudly supports and encourages buying USA domestic materials. Products incorporated into the Work shall be produced or manufactured in the United States of America as defined by the American Recovery and Reinvestment Act of 2009 (ARRA). This Project is not funded by the ARRA.

The City will not pay for material stored in place.

The Construction Manager shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the work assigned to him.

7.8 Royalties and Patents. The Construction Manager shall pay all royalties and license fees. The Construction Manager shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof except that the City shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Construction Manager prior to the signing of this Agreement or included in the specifications a proviso that there may be a patented process or product included in the Assigned Project.

7.9 Surveys, Permits, and Regulations. The Construction Manager will furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Construction Manager. The Construction Manager shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Construction Manager observes that the drawings and specifications are at variance therewith, it shall promptly notify the City in writing and any necessary changes shall be adjusted as provided in the contract for changes in the Work. If the Construction Manager performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the City, the Construction Manager shall bear all costs arising therefrom.

The Construction Manager shall continuously maintain adequate protection for all of its Work from damage and shall protect the City's property from injury or loss. The Construction Manager shall make good any such damage, injury, or loss. The Construction Manager shall adequately protect adjacent property as provided by law and the Contract Documents and shall provide and maintain all guard fences, lights, and other facilities for protection required by public authority or local conditions.

7.10 Inspection of Work. The City and its representatives shall at all times have access to the Work. The Work will be conducted under the general direction of the City and is subject to inspection by its appointed inspectors to ensure compliance with the terms of the Contract Documents. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the Construction Manager from any requirements of the Contract Documents.

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

Re-examination of requested work may be ordered by the City. If such work is found in accordance with the Contract Documents, the City will pay the cost of re-examination and replacement provided the Construction Manager makes a claim therefor. If such work is found not in accordance with the Contract Documents, the Construction Manager shall pay such cost,

including compensation for professional services, and an appropriate deductive Change Order shall be issued.

7.11 Superintendent Supervision. The Construction Manager shall keep on the Project Site during its progress a competent superintendent satisfactory to the City. The superintendent shall not be changed except with the written consent of the City, unless the superintendent proves to be unsatisfactory to the Construction Manager and ceases to be in its employ. The superintendent shall represent the Construction Manager and all directions given to him shall be binding. Important directions will be confirmed in writing to the Construction Manager. Other directions will be so confirmed on written request in each case.

If the Construction Manager, in the course of the Work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omission in the drawings or in layout as given by points and instruction, it shall be the Construction Manager's duty to immediately inform the City, in writing, and the City will promptly verify the same. Any work done after such discovery, until authorized, will be done at the Construction Manager's risk.

Neither party shall employ or hire any employees of the other party without the other party's consent.

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

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

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

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

If none of the above methods is agreed upon, the Construction Manager, provided it receives an order as above, shall proceed with the work. In such case and also under case (C), the Construction Manager shall keep and present in such form as the City's Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the Construction Manager. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate.

7.13 Claims for Extra Cost. If the Construction Manager claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided in Section 7.12 (Changes in the Work). Claims will not be processed unless filed in writing before any work has commenced.

7.14 Deductions for Uncorrected Work. If the City's Project Manager deems it inexpedient to correct work injured or done not in accordance with the Contract Documents, an equitable deduction from the contract price will be made therefor by Change Order.

7.15 Delays and Extensions of Time. If the Construction Manager is delayed at any time in the progress of the Work by an act of neglect of the City or of its employees, or by any other contractor employed by the City, or by changes ordered in the Work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control, or by delay authorized by the City's Project Manager pending arbitration, or by any cause which the City's Project Manager may decide to justify the delay, then the time of completion will be extended for such reasonable time as the City's Project Manager may decide.

No such extension will be made for delay occurring more than seven (7) days before the claim is made in writing to the City's Project Manager. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two (2) weeks after demand for such drawings and not then unless such claim be reasonable.

Notwithstanding the above, an extension of contract time, so granted, shall be the Construction Manager's sole and exclusive remedy for delay, disruption, interference, inefficiency, acceleration, hindrance, and costs thereto.

7.16 Correction of Work before Final Payments. The Construction Manager shall promptly correct all work condemned by the City's Project Manager as failing to conform to the Contract Documents, shall promptly replace and re-execute its own Work in accordance with the Contract Documents and without expense to the City, and shall bear the expense of making good all Work.

If the Construction Manager does not correct such condemned Work and material within ten (10) working days' time as fixed by written notice (punch list), the City may correct it at the expense of the Construction Manager. If the Construction Manager does not pay the expense of such correction within ten (10) days thereafter, the City may, upon ten (10) days written notice, deduct all the cost and expenses that should have been borne by the Construction Manager.

7.17 Suspension of Work. The City may at any time suspend the Work or any part thereof, by giving five (5) days' notice to the Construction Manager in writing. The Work shall be resumed by the Construction Manager within ten (10) days after the date fixed in a written

notice to resume the Work from the City to the Construction Manager. The City will reimburse the Construction Manager for expenses incurred in connection with the Work under the Contract Documents as a result of such suspension unless the suspension was ordered by the City's Project Manager to enforce the terms of the Contract Documents or for any violation of the Contract Documents.

7.18 City's Right to Reassign Work. If the Construction Manager should neglect to prosecute the Work properly or fail to perform any provision of the Contract Documents, the City, after three (3) days written notice to the Construction Manager, may, without prejudice to any other remedy it may have, make good such deficiencies at the Construction Manager's expense.

7.19 Removal of Equipment. In the case of annulment of this Agreement as to any Assigned Project before completion, from any cause whatever, the Construction Manager, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City will have the right to remove such equipment and supplies at the expense of the Construction Manager, and the City shall have the right to store such equipment and supplies at the Construction Manager's expense. The City shall incur no liability to the Construction Manager for loss or damage to the supplies and equipment so removed and/or stored.

7.20 Use of Completed Portions. The City will have the right to take possession of and use any substantially completed portion of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired, but such taking possession and use will not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the Construction Manager will be entitled to such extra compensation, or extension of time, or both, as the City's Project Manager may determine.

7.21 Payments Withheld. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment request to such an extent as may be necessary to protect itself from loss on account of:

A. Defective work not remedied.
B. Claims filed or reasonable evidence indicating probable filing of claims.
C. Failure of the Construction Manager to make payment properly to Subcontractors or for materials or labor.
D. The City's Project Manager's opinion that the contract cannot be completed for the balance then unpaid.
E. Failure to maintain adequate progress.

When the above grounds are removed, payment will be made for amounts withheld because of them.

7.22 Safety and Protection. The Construction Manager shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the

Work. The Construction Manager shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the Project Site and other persons who may be affected thereby.
B. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project Site.
C. Other property at the Project Site or adjacent thereto.

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

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

7.23 Damages. Any claim for damage arising under the Contract Documents shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

7.24 Liens. Anything contained in any of the Contract Documents notwithstanding, all progress payments and the final payment shall be paid by the City to the Construction Manager in compliance with the provisions of the Laws of Florida. The City shall withhold ten percent (10%) of the amount of each progress payment. The last payment due under the Contract Documents shall be paid by the City to the Construction Manager only after the Construction Manager has furnished the City with an affidavit stating that all persons, firms, or corporations who have furnished labor or materials, employed directly or indirectly in the Work, have been paid in full, and in addition, before the Construction Manager shall have the right to receive the final payment due under the contract, the Construction Manager shall furnish the City with releases of lien executed by all persons, firms, or corporations who have performed or furnished labor, services, or materials, directly or indirectly, used in the Work. The City shall have the right to demand and receive from the Construction Manger before it shall receive any progress payment, receipt bills showing payment in full for all labor, services, and materials incorporated into the Work, for the period of time for which the progress payment is due. Likewise, as a condition to receiving any progress payment, the City may require the Construction Manager to furnish any partial releases of lien executed by all persons, firms, and corporations who have furnished labor, services, or materials incorporated into the Work during the period of time for which the progress payment is due, releasing such lien rights as these persons, firms, or corporations may have for that period. If any of the laborers, subcontractors, or material men shall serve upon the City a "Notice to Owner" or shall otherwise put the City on notice that they are owed any unpaid money by the Construction Manager, the City shall have the right to pay these persons directly in the manner provided by Florida's Mechanic's Lien Law, and the City shall receive a credit therefor upon the contract price accordingly. The Construction Manager does hereby release, remise, and quit claim any and all

rights it would have otherwise enjoyed to perfect a mechanic's lien or any other type of statutory common law or equitable lien against the Work.

7.25 Subcontracts. The Construction Manager shall, as soon as practicable after signing the GMP Amendment, notify the City in writing of the names of subcontractors proposed for the Work and the description of work to be performed by each subcontractor. The Construction Manager shall not employ subcontractors unless they are approved in writing by the City.

The Construction Manager agrees that it is as fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by the Construction Manager. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the City.

7.26 Points and Instructions. The Construction Manager shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. It shall not proceed until he has made timely demand upon the City's Project Manager for, and has received from him such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.

7.27 City's Project Manager's Status. The City's Project Manager will have general supervision and direction of the Work. He has authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the contract. He will also have authority to reject all work and materials that do not conform to the Contract Documents, to direct the application of forces to any portion of the Work, as in his judgment is required, to order the force increased or diminished, and to decide questions that arise in the execution of the Work.

7.28 City's Project Manager's Decisions. The City's Project Manager will, within reasonable time after their presentation to him, make decisions in writing on all claims of the Construction Manager and on all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. All such decisions of the City's Project Manager shall be final.

7.29 One Year Correction Period. If within one (1) year after the date of substantial completion of an Assigned Project or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Construction Manager shall promptly, without cost to the City and in accordance with the City's written instruction, either correct such defective work, or, if it has been rejected by the City, remove it from the Project Site and replace it with non-defective work. If the Construction Manager does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Construction Manager.

8.0 LIQUIDATED DAMAGES FOR DELAY

8.1 Inasmuch as failure to substantially complete the Work according to the Assigned Project schedule will result in injury to the City, and as damages arising from such failure cannot be calculated with any degree of certainty, it is agreed that if the Work is not substantially completed within the time provided by the Assigned Project schedule, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Construction Manager shall pay to the City as liquidated damages for such delay, and not as a penalty, the amount set forth in the GMP Amendment for each calendar day elapsing between the date fixed for substantial completion and the date such substantial completion is fully accomplished. The parties agree that said liquidated damages are reasonable given existing circumstances, including, without limitation, the range of harm that is foreseeable and the anticipation that proof of damages would be costly and impractical.

8.2 The liquidated damages shall be payable by the Construction Manager to the City under the Contract Documents, and shall not preclude the recovery of damages by the City under other provisions of the Contract Documents, except claims related to Construction Manager's delays in substantial completion. The City's right to receive liquidated damages shall in no manner affect the City's right to terminate the Contract Documents, as provided in this Agreement or elsewhere in the Contract Documents. The City's exercise of the right to terminate shall not release the Construction Manager from the obligation to pay said liquidated damages. Liquidated damages shall be the City's sole and exclusive remedy for delay.

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

9.0 AUDIT RIGHTS

9.1 The City may, upon reasonable notice, audit the records of the Construction Manager and its Subcontractors and suppliers during regular business hours, during the term of this Agreement and for a period of three (3) years after final payment is made by the City to Construction Manager for an Assigned Project or longer, if required by law. Such audits may be performed by a representative of the City or an outside representative engaged by City.

9.2 For purposes hereof, Construction Manager's "records" means any and all information, materials, and data of every kind and character, whether hard copy or in electronic form, which may, in City's judgment, have any bearing on or pertain to the Contract Documents, including, without limitation, books, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, written policies and procedures, time sheets, payroll registers, payroll records, cancelled payroll checks, subcontract

files (e.g., including proposals of successful and unsuccessful bidders, bid recap), original estimates, estimating work sheets, correspondence, Change Order files (including documentation covering negotiated settlements), back-charge logs and supporting documentation, invoices and related payment documentation, general ledgers, records detailing cash and trade discounts earned, insurance rebates and dividends, superintendent reports, drawings, receipts, vouchers, and memoranda.

9.3 City's authorized representative shall have reasonable access to the Construction Manager's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the Contract Documents, shall be provided adequate and appropriate work space at Construction Manager's facilities, may count employees at the Site, may be present for the distribution of payroll and shall have such other rights of access as may be reasonably necessary to carry out an audit.

9.4 If an audit discloses overpricing or overcharges, Construction Manager shall refund the overpayment. If an audit discloses overpricing or overcharges of one percent (1%) of the total amount paid hereunder, but in any event more than $200,000, whichever is less, in addition to making adjustments for the overcharges, the reasonable actual cost of the City's audit shall be reimbursed to the City by the Construction Manager. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Construction Manager's invoices and/or records shall be made within ninety (90) calendar days from presentation of City's findings to Construction Manager.

9.5 Construction Manager shall ensure notice of City's audit rights is provided to its Subcontractors, suppliers, and any other vendor providing services or materials for each Assigned Project and shall ensure that each agreement it enters into pursuant hereto includes the provisions of this Article 9.0.

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 per occurrence and in the aggregate with a deductible not greater than $50,000.

b. General Liability. The Construction Manager shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence, with a deductible no greater than $5,000, unless a higher deductible is pre-approved by the City Manager, to protect Construction Manager from claims of property damages and personal injury which may arise from any Services performed under the Contract Documents, whether such Services are performed by Construction Manager or by anyone directly employed by or contracting with Construction Manager.

c. Automobile Liability. The Construction Manager shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by Construction Manager or by anyone directly or indirectly employed by Construction Manager.

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

e. Environmental Impairment Insurance Minimum Requirements. If the Construction Manager will be locating portable fuel or lubricant storage tanks at the job site or will be storing or using hazardous chemicals on the job site, it shall maintain Environmental Impairment Insurance or "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to its General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun.

f. Builder's Risk Insurance. If City and Construction Manager agree to proceed to construction on an Assigned Project under a GMP Amendment, then the Construction Manager shall, before any construction, acquire and maintain throughout the course of construction, Builder's Risk Insurance in a dollar amount equal to the full insurable value of the Work under the contract, which shall include "All Risk" coverage. The City shall be named as a "Loss Payee". The Construction Manager shall be responsible for equipment, materials, and supplies, to include the City's Direct Purchase equipment, until completion of the Assigned Project and acceptance by the City.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in Sections 10.1.b, 10.1.c, and 10.1.e herein, as its interest may appear, from time to time.

10.3 Cancellation, Change, or Non-Renewal. The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days' prior written notice has been given to the City and Construction Manager by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that Construction Manager shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill Construction

Manager. The Construction Manager shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions, or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Construction Manager shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by Construction Manager in accordance with this Article 10.0 on the basis of its not complying with the Agreement, the City shall notify Construction Manager in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, Construction Manager shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Construction Manager to perform any Services hereunder shall fully comply with the insurance provisions contained in this Article 10.0.

11.0 REPRESENTATIONS

11.1 The Construction Manager represents that the Services provided hereunder shall conform to all requirements of the Contract Documents; shall be consistent with recognized and sound CMAR practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. The Construction Manager shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services to be performed hereunder. The Construction Manager's Services shall be consistent with the time periods established under Contract Documents. The Construction Manager shall provide the City with a written schedule for Services performed for each Assigned Project and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the Services. The Construction Manager's designated representative shall have the authority to act on Construction Manager's behalf with respect to the Services. In addition, Construction Manager's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, Construction Manager shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise Construction Manager's professional judgment with respect to the Services. The Construction Manager shall review laws, codes, and regulations applicable to Construction Manager's Services. The Construction

Manager's Services and construction shall comply with all applicable requirements imposed by all public authorities. The Construction Manager represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with, all applicable requirements of law, codes, and regulations. The Construction Manager shall be responsible for the professional quality, technical accuracy, and the coordination of all plans, studies, reports, and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Construction Manager for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 4.4 herein, Construction Manager shall be responsible for the satisfactory and complete execution of the Services described in the Contract Documents. The Construction Manager represents that it will carefully examine the scope of services required by the City in the Contract Documents, that it will investigate the essential requirements of the Services required by the Contract Documents, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Contract Documents in a good professional and workmanlike manner in conformance with the requirements of the Contract Documents.

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

12.0 GUARANTEE AGAINST INFRINGEMENT

12.1 The Construction Manager guarantees that all Services performed under the Contract Documents for each Assigned Project shall be free from claims of patent, copyright, and trademark infringement. Subject to the limitation as to patents as stated in Section 7.8, Construction Manager shall indemnify, hold harmless, and defend the City, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item provided under this Agreement. Notwithstanding the foregoing, Construction Manager may elect to provide non-infringing services.

13.0 DOCUMENTS

13.1 Public Records. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws, Construction Manager agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Construction Manager related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or Construction Manager. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form,

characteristics, or means of transmission of Construction Manager are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Construction Manager is required to and agrees to comply with public records laws. Construction Manager shall keep and maintain all public records required by the City to perform the services as agreed to herein. Construction Manager shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Construction Manager shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Construction Manager shall transfer to the City, at no cost, all public records in possession of Construction Manager, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, Construction Manager shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Construction Manager of the request and Construction Manager shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If Construction Manager does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Construction Manager acknowledges that if Construction Manager does not provide the public records to the City within a reasonable time, Construction Manager may be subject to penalties under Section 119.10, Florida Statutes. The Construction Manager acknowledges that if a civil action is filed against Construction Manager to compel production of public records relating to this Agreement, the court may assess and award against Construction Manager the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of Construction Manager, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Construction Manager to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Construction Manager fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Construction Manager's failure to comply with this Section, the City shall collect from

Construction Manager prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Construction Manager. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of Construction Manager's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

b. Ownership of Documents. The City and Construction Manager agree that upon payment of fees due to Construction Manager by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule, or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by Construction Manager in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Construction Manager waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by Construction Manager in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of Construction Manager or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Construction Manager shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

14.0 ASSIGNMENT

14.1 The Construction Manager shall not assign or subcontract this Agreement, any Contract Documents hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any Subcontractors employed by Construction Manager for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Contract Documents. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

14.3 If the City determines that any Subcontractor is not performing in accordance with this Agreement, the City shall so notify Construction Manager who shall take immediate steps to remedy the situation.

14.4 The Construction Manager, prior to the commencement of any Work by any Subcontractor, Construction Manager shall require the Subcontractor to provide the City and its affiliates with insurance coverage as set forth by the City.

15.0 INDEPENDENT CONTRACTOR

15.1 At all times during the term of this Agreement, the Construction Manager and any approved Subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

16.0 DEFAULT BY CONSTRUCTION MANAGER; CITY'S REMEDIES

16.1 In addition to the City's right to terminate this Agreement for convenience under Article 17.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. The Construction Manager defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case Construction Manager shall have such time as is reasonably necessary to remedy the default, provided Construction Manager promptly takes and diligently pursues such actions as are necessary therefore; or

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

c. A writ of garnishment shall be served on the City, seeking to reach funds due or to become due to Construction Manager;

d. The Government of the United States or any state or county shall garnish, distrain, attach, or seek to reach funds due or to become due to the Construction Manager;

e. The Construction Manager persistently or repeatedly refuses or fails, except in cases of which extension of time is provided, to supply enough properly skilled workmen or proper materials;

f. The Construction Manager fails to make prompt payment to Subcontractors or for material or labor;

g. The Construction Manager persistently disregards laws, ordinances, or the instructions of the City's Project Manager;

h. The Construction Manager has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

i. The Construction Manager has committed any act of fraud upon the City; or

j. The Construction Manager has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

k. The Construction Manager has assigned this Agreement or any Contract Documents without the City's prior written consent.

16.2 Notwithstanding the aforementioned, in the event of a default by Construction Manager, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

16.3 In the event of such termination upon default and breach of this Agreement, the City may take possession of the Project Site and of all materials, tools, and appliances thereon and finish the work by whatever method the City may deem expedient. Any completed services performed by Construction Manager under this Agreement shall, at the option of the City, become the City's property and Construction Manager shall be entitled to receive equitable compensation for any Work completed to the satisfaction of the City. The Construction Manager, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to Construction Manager for the purpose of setoff until such time as the amount of damages due to the City from Construction Manager can be determined.

17.0 TERMINATION

17.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to Construction Manager, terminate this Agreement, without penalty, if: (a) Construction Manager is in default pursuant to Article 16.0 Default; (b) Construction Manager makes a general assignment for the benefit of its creditors; (c) Construction Manager fails to comply with any condition or provision of this Agreement; or (d) Construction Manager is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy the City may have under this Agreement.

17.2 If the Work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the Construction Manager or anyone employed by it, or if the City's Project Manager should fail to issue any estimate for payment within seven (7) days after it is due, or if the City fails to pay the Construction Manager within twenty (20) days of its maturity and presentation, any sum certified by the Project Manager or awarded by arbitrators, then the Construction Manager may, upon seven (7) days written notice to the City, stop work or terminate this contract and recover from the City payment for all Work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

17.3 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

17.4 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

18.0 FORCE MAJEURE

18.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Construction Manager's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

19.0 GOVERNING LAW & VENUE

19.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

20.0 HEADINGS

20.1 Article, section, and paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

21.0 SEVERABILITY

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

22.0 WAIVER AND ELECTION OF REMEDIES

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

22.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

23.0 THIRD PARTY RIGHTS

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

24.0 PROHIBITION AGAINST CONTINGENT FEES

24.1 The Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Construction Manager, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Construction Manager, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

25.0 ENTIRE AGREEMENT

25.1 The Contract Documents, including this Agreement and any schedules, attachments, appendices, and exhibits attached hereto, constitutes the entire agreement between the City and Construction Manager with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. Any Project-specific modifications to this Agreement will be set forth in the Contract Documents for the Assigned Project.

26.0 NO JOINT VENTURE

26.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

27.0 ATTORNEY'S FEES

27.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial, or on appeal.

28.0 COUNTERPARTS

28.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

29.0 DRAFTING

29.1 The City and Construction Manager each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

30.0 NOTICE

30.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Construction Manager:

Wharton-Smith, Inc.
Attention: Nathan Hillard
750 Monroe Road
Sanford, FL 32771
(407) 321-8410 Phone
(407) 330-1092 Fax

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

30.2 Either party may change the notice address by providing the other party written notice of the change pursuant to this Article 30.0.

30.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

31.0 SOVEREIGN IMMUNITY

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

32.0 CORPORATE REPRESENTATIONS BY CONSTRUCTION MANAGER

32.1 The Construction Manager hereby represents and warrants to the City the following:

a. The Construction Manager is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in the Contract Documents.

b. The undersigned representative of Construction Manager has the power, authority, and legal right to execute and deliver this Agreement on behalf of Construction Manager.

33.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

33.1 The Construction Manager shall defend, indemnify, and hold harmless the City, its officers, employees, agents, and volunteers, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Construction Manager and other persons employed or utilized by Construction Manager in the performance of this Agreement and all Contract Documents.

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

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

33.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Construction Manager expresses its willingness to enter into this Agreement with the knowledge that Construction Manager's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for Services actually performed by Construction Manager to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 31.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs, or pre-judgment interest.

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

34.0 BONDS

34.1 To the extent deemed necessary and required by the City, Construction Manager shall supply a materials, performance, and payment bond(s) in an amount specified in the Contract Documents for any Assigned Project, in a form approved by the City Attorney and in accordance with Florida law.

34.2 The City will have the right, prior to commencement of any Assigned Project, to require the Construction Manager to furnish bond(s) covering its faithful performance of the Work and the payment of all obligations arising thereunder, in such forms as the City may prescribe and with such sureties as it may approve. Performance and payment bonds in compliance with Section 255.05 Florida Statutes will be required for the Assigned Projects. The premium for such bond shall be paid by the Construction Manager.

35.0 ADDITIONAL ASSURANCES

35.1 The Construction Manager for itself and its Subcontractors, if any, certifies that:

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

b. No principal (which includes officers, directors, or executives) or individual holding a professional license and performing work under this Agreement, employee, or

agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

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

d. The undersigned is authorized to execute this Agreement on behalf of Construction Manager and said signature shall bind Construction Manager to this Agreement. No further action is required by Construction Manager to enter into this Agreement other than Construction Manager's undersigned representative's execution of the Agreement.

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

CITY:
CITY OF COCOA

By: _____

Print Name: John A. Titkanich, Jr.

Title: City Manager

Date: 1/10/19

ATTEST:

By: _____
Carie Sheely, City Clerk

CONSTRUCTION MANAGER:
WHARTON-SMITH, INC.

By: _____

Print Name: Ronald F. Davoli

Title: President/CEO

Date: 1/3/19

By: _____

Print Name: Devon A. Lewis
Corporate Secretary

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

January 11, 2019

Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32771

Re: Master Services Agreement Construction Manager at Risk (CMAR) Services for Specified Water and Wastewater System Projects

To Whom It May Concern:

Enclosed, for your records, is a fully executed and certified copy of the above referenced agreement.

If you have any questions or need further assistance, please contact my office at (321) 433-8484 or by email at cshealy@cocoafl.org.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

QUOTE FORM

CMAR SERVICES FOR THE INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT AT THE JERRY SELLERS WATER RECLAMATION FACILITY

City of Cocoa

Proposal of

Wharton-Smith, Inc.

(Name)

750 Monroe Road, Sanford, FL 32771

(Address)

To furnish all materials, service, equipment, and labor required, for CMAR SERVICES FOR THE INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT AT THE JERRY SELLERS WATER RECLAMATION FACILITY in accordance with this Invitation to Quote and the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".

The undersigned agrees to commence the Work with an adequate force and equipment within ten (10) consecutive calendar days following receipt of the Notice to Proceed/Original Purchase Order. The Preconstruction Phase shall be complete once the GMP Proposal has been submitted by the CMAR Firm, approved by the City, and amended to this contract. The GMP Proposal shall be submitted at the 90% design phase which shall be dictated by the design schedule.

The Construction Phase shall commence upon the City's acceptance of the Construction Manager's GMP Proposal and the execution of the GMP Amendment. The commencement and completion time of the Construction Phase of the Work and the liquidated damages dollar amount per calendar day shall be included in the GMP Amendment to the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".

The construction cost of the Project, not included in this quote, will be included in the GMP Proposal. The GMP Proposal, if accepted, will be executed at the completion of the CMAR Firm's Pre-Construction Services as an amendment to the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".

The undersigned has carefully examined the Scope of Work contained within Attachment #1 to this Invitation to Quote (and its appendices referenced therein) and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with this Invitation to Quote and the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects", for the prices stated in the spaces herein provided. The cost of incidental work for which there are not specific contract items shall be included in the prices of the various contract items. No additional payment will be made therefore.

CMAR SERVICES FOR THE INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT AT THE JERRY SELLERS WATER RECLAMATION FACILITY					
Item	**Description**	**Units**	**Percentage****	**Estimated Construction Budget**	**Dollar Amount**
1	Preconstruction Services Fee	$	NA	NA	$ 65,000
2*	General Conditions Fee	%	10.85 %	$7,6000,000	$ 824,600
3*	Contractor's Fee	%	9.00 %	$7,6000,000	$ 684,000
4*	Bonds	%	0.80 %	$7,6000,000	$ 60,800
5*	Insurance	%	0.65 %	$7,6000,000	$ 49,400
TOTAL BASE QUOTE (Sum of Items 1-5)	$ 1,683,800 One million six hundred eighty-three thousand eight hundred **Dollars** (Grand Total Written in Words)				

*The dollar amount for items 2-5 is calculated by multiplying the percentage for each item by the estimated construction budget.
**Percentage shall be described to two decimal places.

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE QUOTE BEING DECLARED NON-RESPONSIVE.

Receipt of Addenda Number(s) 1, 2 is acknowledged.

(Contractor's Signature) April 5, 2023 (Date)

Timothy S. Smith. President/CEO

QUOTE ADDENDUM NO. 1

INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT

CITY OF COCOA
MARCH 28, 2023

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents.

PRE-QUOTE CONFERENCE (NON-MANDATORY):

1. A non-mandatory pre-quote conference was held on March 16, 2023 at 10:00 a.m.

PRE-QUOTE QUESTION(S):

1. **Question:** What duration shall be used to estimate General Conditions during the construction phase?
   Response: The Work shall be substantially completed by December 31, 2024, or 18 months after issuance of Notice to Proceed to the CMAR, whichever occurs first. The CMAR is expected to provide a preliminary construction schedule upon selection to assist the City in determining the baseline schedule.

The undersigned acknowledges receipt of this addendum to the solicitation documents.

Bidder/Contractor Name:
Wharton-Smith, Inc.

Mailing Address:
750 Monroe Road, Sanford, FL 32771

Authorized Signatory

Timothy S. Smith
Printed Name

President/CEO
Title

April 5, 2023
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

QUOTE ADDENDUM NO. 2

INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT

CITY OF COCOA
MARCH 29, 2023

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents.

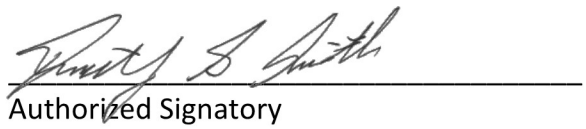
The following Response shall replace the Response to Question 1 of Quote Addendum No. 1 issued on March 28, 2023:

1. **Question:** What duration shall be used to estimate General Conditions during the construction phase?
   Response: The Work shall be substantially completed by December 31, 2024, or 18 months after ~~issuance of Notice to Proceed to the~~ ~~CMAR~~ the executed GMP Amendment, whichever occurs first. The CMAR is expected to provide a preliminary construction schedule upon selection to assist the City in determining the baseline schedule.

The undersigned acknowledges receipt of this addendum to the solicitation documents.

Bidder/Contractor Name:
Wharton-Smith, Inc.

Mailing Address:
750 Monroe Road, Sanford, FL 32771



Authorized Signatory

Timothy S. Smith
Printed Name

President/CEO
Title

April 5, 2023
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO MASTER SERVICES AGREEMENT
3rd AMENDMENT
WHARTON-SMITH, INC.
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES
FOR SPECIFIED WATER AND WASTEWATER SYSTEM PROJECTS
RFQ-19-04-COC

This Third Amendment to the Master Services Agreement for Construction Manager at Risk Services dated January 10, 2019 by and between The City of Cocoa and Wharton-Smith, Inc. is made and effective as of the date of the last signature below.

The Influent Pump Station (IPS) Rehabilitation Project is added to the scope of possible projects in Section 3.1 for Wastewater Projects.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment.

Wharton-Smith, Inc.	**CITY OF COCOA**
By: Patrick J Hewitt	**By:** Stockton Whitten
(Print Name)	(Print Name)
Chief Operating Officer- Water	City Manager
(Title)	(Title)
Signature / Date 8-9-22	Signature / Date 8-23-2022

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilites

Attest: Carie Shealy
Carie Shealy
City Clerk, City of Cocoa

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=12597636&GUID=D6CFE2A6-9AA7-48E8-B518-732A714B6FB5* is a secure document that has been embedded in this document. Double click the pushpin to view.



RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; and

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

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

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

SECTION 1. The 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 23rd day of January 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT, PROJECT NO. WS22IR, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 12 PERCENT CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on January 23, 2024, the City Council authorized the City Manager to proceed with the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project, Project No. WS22IR, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Guaranteed Maximum Price (GMP) Proposal #2 Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project, Project No. WS22IR, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The GMP Proposal #2 project cost is $10,133,063, of which 12% is contingency in the amount of $1,215,968 set aside for possible change orders. The GMP Proposal #1 project cost includes a contingency in the amount of $81,970 per Resolution 2023-103 approved by City Council on September 26, 2023. The total project contingency is $1,297,938. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on January 23, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

Client#: 706782 WHARTINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificate Department
Marsh & McLennan Agency Bouchard Region 1 N. Dale Mabry Hwy, Suite #450 Tampa, FL 33609	PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): E-MAIL ADDRESS: certificates@bouchardinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Insurance Company	19488
INSURER B : Amerisure Mutual Insurance Company	23396
INSURER C : XL Specialty Insurance	37885
INSURER D : Berkley Assurance Company	39462
INSURER E : Amerisure Partners Insurance Company	11050
INSURER F :	

INSURED
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32771

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	GL20361081702	04/01/2023	04/01/2024	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 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	CA20361071706	04/01/2023	04/01/2024	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 X RETENTION $0	Y	Y	CU21171470102	04/01/2023	04/01/2024	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC203610917	04/01/2023	04/01/2024	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
C	Rented Equipment	Y		UM00024961MA23A	04/01/2023	04/01/2024	$2,500,000	
D	Pollution Liab			PCADB50218230423	04/01/2023	04/01/2024	$10,000,000	
D	Professional Liab			PCADB50218230423	04/01/2023	04/01/2024	$10,000,000	

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

PROJECT: Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation at the Jerry Sellers Water Reclamation Facility.

Certificate holder is additional insured as respects General Liability, Automobile Liability, Pollution Liability and Umbrella only if required by written contract, and subject to the terms, conditions and
(See Attached Descriptions)

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

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DESCRIPTIONS (Continued from Page 1)

exclusions as specified in the policies.

Coverage is primary as respects to General Liability & Automobile Liability and non-contributory as subject to the terms, conditions and exclusions of your policy.

Waiver of subrogation applies in favor of certificate holder as respects General Liability, Automobile Liability and Workers Compensation only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

It is agreed by endorsement to the General Liability, Automobile Liability and Workers Compensation policy that this policy shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.

Umbrella policy follows the forms/endorsements of the underlying General Liability, Automobile Liability and Workers Compensation policies.

Blanket Loss Payee applies for Rented and Leased Equipment.
Rented and Leased Equipment deductible:
$2,500 standard deductible.
2% subject to a $10K minimum deductible applies to all rented cranes.

BUILDER'S RISK COVERAGE

NAMED INSURED: Wharton-Smith, Inc.
COMPANY: XL Specialty Insurance Company
NAIC #37885 AM Best Rating: A (Excellent), XV ($2 Billion or greater)
POLICY TERM: 4/1/2023 - 4/1/2024
POLICY NUMBER: UM00024960MA23A

COVERED PROPERTY AND PREMISES DESCRIPTION

New construction and remodeling of waste or water treatment plants; new construction and non-structural renovations of commercial buildings at various premises within the state of Georgia, Florida, North Carolina, South Carolina, Virginia, Mississippi, Alabama, Louisiana, Texas and Tennessee

SUMMARY

COVERAGE	LIMIT OF INSURANCE
Covered Property at Premises Described Above – Consisting of Frame or Joisted Masonry Construction	$2,500,000
Covered Property at Premises Described Above – Consisting of Non-Combustible, Masonry Non-Combustible, Semi Fire-Resistive and Fire-Resistive Construction (Including Water Treatment Plants Except on Islands)	$100,000,000
Covered Property at Premises Described Above – On Islands (Water Treatment Plant Projects Only)	$5,000,000
Soft Costs	$1,000,000

DEDUCTIBLE OR WAITING PERIOD

COVERAGE	DEDUCTIBLE OR WAITING PERIOD
All Coverages Unless Otherwise Specified Below	$5,000 projects $50,000,000 and under. $25,000 on projects over $50,000,000.
Named Storm – On Islands	12.5%, Subject to $500,000 minimum on projects up to $8M. 10.0%, Subject to $500,000 minimum on projects over $8M.
Named Storm – Water Treatment Plant Projects Only	2%, Subject to $5,000 Minimum on projects $50,000,000 and under. 2%, Subject to $25,000 minimum of projects over $50,000,000.
Named Storm – Frame, Joisted Masonry or Non-Combustible Construction	5%, Subject to $5,000 Minimum on projects $50,000,000 and under.

	5%, Subject to $25,000 minimum on projects over $50,000,000.
Named Storm – Masonry Non-Combustible, Semi Fire-Resistive or Fire-Resistive Construction	3%, Subject to $5,000 Minimum on projects $50,000,000 and under. 3%, Subject to $25,000 minimum of projects over $50,000,000.
Flood – Zones C or X (Unshaded)	$25,000
Flood – Zone B or Shaded X	$50,000
Flood – All Other Zones and Water Treatment Projects on Islands	$500,000
Earthmovement and Volcanic Eruption "Pacific Northwest Seismic Area" "High Hazard Seismic Zones"	1% Subject to $50,000 Minimum
Earthmovement and Volcanic Eruption "New Madrid Seismic Area"	1% Subject to $50,000 Minimum
Earthmovement and Volcanic Eruption – All Other	$25,000

SUBLIMITS

COVERAGE	LIMIT OF INSURANCE
Flood – Per Occurrence – Zone C or Unshaded X	$75,000,000
Flood – Per Occurrence – Zones B & Shaded X	$15,000,000
Flood – Per Occurrence – All Other Zones	$1,000,000
Flood – Per Occurrence – Islands (Waste Water Treatment Plants Only)	$500,000
Flood Annual Aggregate	$75,000,000
Earth Movement and Volcanic Eruption – Pacific Northwest Seismic Area, High Hazard Seismic Zones	$1,000,000
Earth Movement and Volcanic Eruption – New Madrid Seismic Area	$10,000,000
Earth Movement and Volcanic Eruption – Per Occurrence	$50,000,000
Earth Movement and Volcanic Eruption – Annual Aggregate	$50,000,000
Windstorm or Hail – Premises Located on Islands	$2,500,000

COVERAGE TERMS

- Maximum Limit of Insurance: $100,000,000
- Valuation Clause: Replacement Cost
- Co-Insurance: 0%
- Additional Coverages – Testing: Electrical, Mechanical, Pneumatic and Hydrostatic
- Equipment Breakdown Endorsement
- Loss of Use Coverage Endorsement
- Permission to Occupy Endorsement
- Additional Coverage Limit for Valuable Papers - $250,000

ADDITIONAL COVERAGE	LIMIT OF INSURANCE
Contract Penalty	$250,000
Debris Removal	$500,000 / 25%
Extra and Expediting Expenses	$50,000
Fire Department Service Charge	$25,000
Fire Protection Systems	$25,000
Increase in Construction Costs	$200,000 / 10%
Landscaping and Signs	$100,000
Limited Coverage for “Fungi”, Wet Rot and Dry Rot	$25,000
Loss Adjustment Expenses	$5,000
Demolition Cost and Increased Cost of Construction	$500,000
Pollutant Cleanup and Removal	$25,000
Preservation of Property	Covered
Property in the Open	$25,000
Property that Supports your Business	$50,000
Reimbursement for Returning Stolen Property	$10,000
Reward Coverage	$5,000
Site Preparation	Covered
Sewer and Drain Backup	Covered
Sinkhole Collapse	Covered
Temporary Premises	$1,000,000
Temporary Structures	$25,000
Transit	$1,000,000
Unintentional Errors and Omissions	$25,000
Virus, Harmful Code or Similar	$10,000

Instruction	
Voluntary Parting	$25,000

Legislation Details (With Text)

File #:	24-016	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	1/4/2024			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	To Authorize the City Manager to Execute the Agreement and Forms, Including Contract Modifications, for the Department of Environmental Protection's Indian River Lagoon Water Quality Improvement Grant Program for a Portion of the Sellers Water Reclamation Facility Advanced Treatment Improvement Project (Internal Recycle Pump Replacement and the Supplemental Carbon) at the Jerry Sellers Water Reclamation Facility. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Notification of Grant Funding Initial Contact WQI Grant - Sellers Plant Internal App.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 8, 2024
Agenda Date: January 23, 2024
Prepared By: John Perrin, P.E., Senior Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to Execute the Agreement and Forms, Including Contract Modifications, for the Department of Environmental Protection's Indian River Lagoon Water Quality Improvement Grant Program for a Portion of the Sellers Water Reclamation Facility Advanced Treatment Improvement Project (Internal Recycle Pump Replacement and the Supplemental Carbon) at the Jerry Sellers Water Reclamation Facility.

BACKGROUND:

The Advanced Waste Treatment (AWT) requirements per Florida Statute 403.806 mandate stricter limitations on wastewater effluent by July 1, 2025. The result of the statute effectively requires upgrades to the Internal Recycle Pump (IRP) system and the installation of a Supplemental Carbon System at the Jerry Sellers Water Reclamation Facility (Sellers WRF) to be in place and fully operational several months prior to the AWT deadline, allowing time for testing and tuning of the system during wet and dry seasons, in order to meet compliance requirements. The work generally consists of the replacement of the internal recycle pumps, motors, piping, and related appurtenances, as well as the installation of a supplemental carbon supply storage-and-feed system.

On September 12, 2023, a grant consideration application was submitted for the Indian River Lagoon Water Quality Improvements Grant Proposal to the Florida Department of Environmental Protection

(FDEP). On December 18, 2023, the City was notified of FDEP's intent to move forward with award of the Grant to the City in an amount up to $3,626,600, contingent upon actual construction costs incurred.

The first phase of the construction of the IRP project, primarily consisting of the purchase of long lead items by Wharton-Smith, Inc. (WSI), was previously approved by City Council on September 26, 2023. City Council approval is being requested on January 23, 2024 (Agenda #23-649) for WSI to perform the second and final phase of the construction of the IRP and supplemental carbon installation projects, which is not contingent on the grant award, and consists of the installation of the long lead items procured in the first phase. The component portions of the project which contribute directly to reduction in phosphorus and nitrogen are eligible for reimbursement and are estimated at $3,626,600.

Staff requests permission from City Council to authorize the City Manager to execute all agreements, forms, amendments and contractual documentation, including contract modifications, required to officially apply for and accept the Grant funds up to the award amount. The budget for the grant revenue is currently not in place. A future agenda item will be created to recognize the grant revenue up to the contract amount once the contract is received from FDEP.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

On September 13, 2022, City Council approved Task Order 2023-27 with Carollo for Engineering Design Services for the Internal Recycle Pump Replacement Project, and Bidding and Procurement Assistance for the IRP Replacement Project, the Influent Pump Station Rehabilitation Project, and the Transfer Pump Station Rehabilitation Project at the Sellers WRF.

On April 25, 2023, City Council approved the scope of services and Task Order 2023-03 with WSI for Construction Manager at Risk (CMAR) Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project at Sellers WRF.

On September 26, 2023, City Council approved the Guaranteed Maximum Price (GMP) Proposal #1 from (WSI) for the limited construction phase services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project (WS22IR) at Sellers WRF.

RECOMMENDED MOTION:

To Authorize the City Manager to Execute the Agreement and Forms, Including Contract Modifications, for the Department of Environmental Protection's Indian River Lagoon Water Quality Improvement Grant Program for a Portion of the Sellers Water Reclamation Facility Advanced Treatment Improvement Project (Internal Recycle Pump Replacement and the Supplemental Carbon) at the Jerry Sellers Water Reclamation Facility.

From: DWRAGrant_Info
To: Elisabetta Natale; John "Jack" Walsh
Subject: Indian River Lagoon Water Quality Improvement Grant funding initial email contact - LG005
Date: Thursday, January 4, 2024 9:28:30 AM
Attachments: Agreement Initiation Form (rev_4.27.23).docx
9. Agreement Contact Information (rev_6.5.21).docx
Insurance Requirements_6.10.22.pdf

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Good morning Jack,

Funding in the amount of $3,626,600.00 for the Sellers Water Reclamation Facility Advanced Wastewater Treatment Improvements Project, will be made available through a cost reimbursement grant. This will require execution of a grant agreement with the Department of Environmental Protection. Work prior to 07/01/2023 will not be eligible for grant funds. Your community or agency will be considered a Grantee.

I will be working with you to execute the agreement. To draft an agreement, we will need you to provide the following information to us for each project by **February 29th 2024**:

- Agreement Contact Information (form attached) – Authorized Representative (to sign Agreement), Grant Manager (must be employed directly by the Grantee), Disbursement Contact, and Primary contact (if they are not one of the others listed)

- Agreement Initiation form (attached)- Location, Project Background, Project Description, Tasks, Budget Amount for each Task, Budget Category, and Task timelines

- Certificate of Insurance Coverage with the Department of Environmental Protection named as an additional insured (listed as a certificate holder) or a letter from your community or agency's Chief Financial Officer stating that the Grantee is self-insured (see the attachment summarizing the current grant agreement requirements for insurance coverage or self-insurance).

- Location map and/or a site plan, if you would like to have those included in your Grant Work Plan

We will use that information to draft a work plan consistent with requirements of the Department of Financial Services, with deliverables and performance measures. We will prepare the agreement documents for execution by both parties. We will make every effort to send you the agreement soon after we have received your attachments and any additional information needed to complete the documents.

Please reach out should you have any questions about any of the documents or need assistance. We look forward to working with you on this project.

Attachments:

Agreement Contact Information form
Insurance Requirements
Agreement Initiation Form

Thanks!



INTERNAL GRANT APPLICATION FORM

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

DEPARTMENT: Utilities	**DIVISION:** Engineering
POINT OF CONTACT: Connor Williams	**PROJECT MANAGER:** John Perrin
NAME OF GRANT: Water Quality Improvement Grant Program/IR Lagoon Water Quality Imprv Grant	
Assistance Listing#/CFSA#: 37.039	**FUNDING AGENCY:** FDEP
AMOUNT REQUESTED: $ 3,626,600	**GRANT DUE DATE:** 8/31/2023
PROJECT DESCRIPTION: The City of Cocoa owns and operates the Jerry Sellers Water Reclamation Facility (Sellers WRF), located in Cocoa, Florida. The Sellers WRF has a permitted treatment capacity of 4.5 million gallons per day (mgd) annual average daily flow (AADF). The City of Cocoa is implementing upgrades to the Sellers WRF to meet Advanced Wastewater Treatment (AWT) standards and improve the quality of the limited wet weather effluent discharges into the Indian River Lagoon (IRL) reducing nutrient pollution.	
MATCH REQUIRED: No **(IF YES, HOW MUCH :) $**	**TARGET DATE TO COUNCIL:** 01/23/2024
REIMBURSEMENT GRANT: No	**REIMBURSEMENT SCHEDULE:** NA
WHAT ARE THE REPORTING REQUIREMENTS? Unknown	
FUTURE REQUIREMENTS TO CONSIDER:	

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	24-024	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	1/8/2024			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	To Approve Change Order #2 to FY2023 P.O. 80892 with Integrated Fire & Security Solutions, Inc. (IFSS) for Additional Equipment Determined to be Required for the Completion of the Fire Alarm System Replacement at the Cocoa Village Playhouse; To Approve a Resolution for the Contingency of $10,000; To Approve a Resolution Amending the FY2024 Budget to Reallocate Funds for Additional Equipment Determined to be Required for the Completion of the Fire Alarm System Replacement at the Cocoa Village Playhouse. BAF #24-042-T. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Playhouse (B-23-16-COC) CO #2.pdf IFSS COI exp. 5.16.24.pdf IFSS WC COI exp. 2.1.24.pdf Budget Resolution FY 2024- ADA Compliant.pdf BAF 24-042-T-PW- C. Village Playhouse Fire Panel Contingency (1-23-24) Agenda 24-024.pdf Contingency Resolution IFSS Fire Panel.pdf Cocoa Playhouse (B-23-16-COC) CO #1.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 8, 2024
Agenda Date: January 23, 2024
Prepared By: Shawny Chung, Contract Technician
Through: Abigail Morgan, P.E., Public Works Director
Requested Action:
To Approve Change Order #2 to FY2023 P.O. 80892 with Integrated Fire & Security Solutions, Inc. (IFSS) for Additional Equipment Determined to be Required for the Completion of the Fire Alarm System Replacement at the Cocoa Village Playhouse; To Approve a Resolution for the Contingency of $10,000; To Approve a Resolution Amending the FY2024 Budget to Reallocate Funds for Additional Equipment Determined to be Required for the Completion of the Fire Alarm System Replacement at the Cocoa Village Playhouse. BAF #24-042-T

BACKGROUND:

During 2022, the Fire Alarm Panel at the Historic Cocoa Village Playhouse stopped operating correctly as the display no longer functioned. Replacement parts are unavailable and it became necessary to upgrade the Fire Alarm Panel and related systems. This upgrade is necessary for life

safety.

Additional equipment is determined to be required for the completion of the Fire Alarm System Replacement at the Cocoa Historic Playhouse. The intention of this project was to use the existing strobe-only devices. It has been determined that the existing devices are very old and do not have a compatible UL listing and are not approved for use with the new Silent Knight fire alarm panel.

STRATEGIC PLAN CONNECTION:

A working Fire Alarm Panel is essential for the life safety of the Playhouse.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$25,000.00 BAF #24-042-T
Account Number	001-3560-519.64-00, PW23PF
Account Name	Machinery & Equipment
Source of Funds:	001-3560-519.34-00 Contract Services
Contingency Amount	$10,000

If a P.O. Change Order is involved please complete the following:

Change Order Amount	$33,247.00
Original Purchase Order	80892
Original P.O. Amount	$113,602.45

For this Agenda Item note Prior Change Order Information:

Total number of change orders to date	2
Total amount in change orders to date	$33,247.00

PREVIOUS ACTION:

Bid B-23-16-COC was broadcast on January 31, 2023 closing on Thursday, March 2, 2023. One response was received with Integrated Fire & Security Solutions, Inc. (IFSS) as low bidder with a total of $113,602. IFSS has performed work for the City of Cocoa prior and is a vendor in good standing.

RECOMMENDED MOTION:

To Approve Change Order #2 to FY2023 P.O. 80892 with Integrated Fire & Security Solutions, Inc. (IFSS) for Additional Equipment Determined to be Required for the Completion of the Fire Alarm System Replacement at the Cocoa Village Playhouse; To Approve a Resolution for the Contingency

of $10,000; To Approve a Resolution Amending the FY2024 Budget to Reallocate Funds for Additional Equipment Determined to be Required for the Completion of the Fire Alarm System Replacement at the Cocoa Village Playhouse. BAF #24-042-T.

Change Order

Project Name/Number:	Cocoa Village Historic Playhouse Fire Alarm System Replacement / PW23PF / B-23-16-COC
Purchase Order:	080892
Project Change Order Number:	CO #2
City Change Order Number:	CO #2
Original Contract Price:	$113,602.45
Total Purchase Order To Date:	$113,602.45
Total Increase in Contract Amount for Change Order:	$33,247.00
Total Adjusted Contract with Change:	**$146,849.45**
Number of calendar days contract is increased due to this change order:	60 days
Number of calendar days contract is decreased due to this change order:	0 days
Original Final Completion Date:	January 28, 2024
Adjusted Final Completion Date:	**March 28, 2024**
This change order is requested by:	Lisa Whittemore (Integrated Fire and Security Solutions)
This change order is recommended by:	

This Change Order shall encompass all expenses incidental to the work, also including materials and labor. Following the execution of this Change Order there are no pending requests for time or costs associated with the project. The undersigned agree to the terms of this change order.

1/2/24 Tim Melnick, Branch Manager, IFSS

Contractor/Date

Engineer/Date

Project Manager/Date

Utilities Director/Date

Change Order

Justification:
IFSS requests a change order for additional equipment determined to be required for the completion of the Fire Alarm System Replacement of the Cocoa Historic Playhouse.
Additions include:
Five (5) AHU Duct smoke detectors, Remote Test stations and Air sampling tubes for AHU's not previously included in the ITB price schedule. AHU's have been discovered while onsite performing work and inspections.
Seventeen (17) additional Wall-Mounted Speaker Strobes.
Nine (9) Wall-mounted Strobe Only notification devices.
Four (4) Ceiling-mounted Strobe Only notification devices.

- The intention in this project, as stated in Addendum 1, was to use the existing strobe-only devices. It has been determined that the existing devices are very old and do not have a compatible UL listing and are not approved for use with the new Silent Knight fire alarm panel.

Proposal Costs: This change order results in an increase of $33,247.00.

Contract Time: This change order requests an increase of 60 days to the contract time. The adjusted Final Completion date for this change order will be March 28, 2024.

Payment: N/A

The following modification(s) to the Contract are hereby Ordered:

Integrated FIRE and SECURITY Solutions

Total: **$33,247.00**

Project Name: Cocoa Village Historic Playhouse, Fire Alarm Change Order #2
Customer: City of Cocoa
Address: 65 Stone Street, Cocoa, FL 32922
Attention: Gary Palmer
Contact Info: gpalmer@cocofl.gov

IFSS Rep: Lisa Whittemore
lwhittemore@ifssi.com

Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement Price Schedule

ITB Line Item	QTY	Part Number	Product Description	ITB Price	Ext. Price
7	5	DUCT	Addressable Duct Smoke Detector and Housing	$978.45	$4,892.25
8	5	RTS151	Remote Test Switch	$341.90	$1,709.50
9	5	DST10	Air Sampling Tube for Duct	$248.40	$1,242.00
10	17	SPSRL	Speaker/Strobe, Wall-Mountable, Red	$951.65	$16,178.05
N/A	9	SRL	Strobe Only, Wall-Mounted, Red	$686.00	$6,174.00
N/A	4	SCRL	Strobe Only, Ceiling-Mounted, Red	$762.80	$3,051.20
				Total	**$33,247.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Julie Kuhlman	
Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415	PHONE (A/C, No, Ext): (386) 252-9601	FAX (A/C, No):
	E-MAIL ADDRESS: Julie.Kuhlman@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Atlantic Specialty Insurance Company	27154
INSURED Integrated Fire & Security Solutions, Inc. 1970 Dana Dr Fort Myers FL 33907	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23-24 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			7110166980004	05/16/2023	05/16/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			7110166980004	05/16/2023	05/16/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			7110166980004	05/16/2023	05/16/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			7110166980004	05/16/2023	05/16/2024	AGGREGATE LIMIT	$1,000,000
							RETENTION	$10,000

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

SEE NOTES FOR POLICY COVERAGE FORMS
RE: B-23-16-COC COCOA VILLAGE HISTORIC PLAYHOUSE FIRE ALARM PANEL & ANNUNCIATOR REPLACEMENT
CITY OF COCOA IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER

CITY OF COCOA C/O ADMINISTRATIVE SERVICES DIRECTOR
65 STONE ST
COCOA FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown of Florida, Inc.	Integrated Fire & Security Solutions, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

A. CRIME
POLICY #7110166980003
05/16/2022 - 05/16/2023
LIMIT: $100,000

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY
1) CG2010 1219 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION (ADDITIONAL INSURED-ONGOING OPERATIONS)
2) CG2037 1219 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
3) VCG207 0709 - VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES (ADDITIONAL INSURED-LESSOR OF EQUIPMENT, ADDITIONAL INSURED-MGR OR LESSOR OF PREMISES, WAIVER OF SUBROGATION)
4) CG2001 1219 - PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION

AUTO LIABILITY
1) VCA201 0109 - VANTAGE FOR AUTOMOBILE (ADDITIONAL INSURED, WAIVER OF SUBROGATION)

UMBRELLA LIABILITY
1) VCU100 0709 - COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM (ADDITIONAL INSURED)
THE UMBRELLA LIABILITY APPLIES IN EXCESS OF THE GENERAL LIABILITY AND AUTO LIABILITY.

NO RESIDENTIAL EXCLUSIONS

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/4/2023

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC ID: (Prestige) c/o Prestige Employee Administrators LLC 538 Broadhollow Road, Suite 311 Melville, NY 11747	**CONTACT NAME:** Peter Hilbert		
	PHONE (A/C, No, Ext): 917-789-5036	**FAX (A/C, No):**	
	E-MAIL ADDRESS: philbert@prestigepeo.com		
	INSURER(S) AFFORDING COVERAGE		**NAIC #**
	INSURER A : United Wisconsin Insurance Company		29157
INSURED Stafflink Outsourcing, LLC; a PrestigePEO Company 1371 Sawgrass Corporate Parkway Sunrise FL 33323	**INSURER B :**		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 73747657 **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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	WC577-00001-023-SZ	2/1/2023	2/1/2024	✓ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Coverage provided for all leased employees but not subcontractors of: Integrated Fire & Security Solutions Inc dba IFSS Client Eff Date: 1/1/2021
Blanket Waiver of Subrogation in favor of all persons or organizations as required by written contract executed prior to the date of loss. This does not apply to any contract for work in the following states: CA, KS, KY, MO, NH, NJ, UT, and WI.
Project: B-23-16-COC Cocoa Village Historic Playhouse Fire Alarm Panel & Annunciator Replacement

CERTIFICATE HOLDER

City of Cocoa
c/o Administrative Services Director
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

Rick Leonard

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations as required by written contract executed prior to the date of loss. This does not apply to any contract for work in the following states: CA, KS, KY, MO, NH, NJ, UT and WI.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured
Integrated Fire & Security Solutions Inc
dba IFSS

United Wisconsin Insurance Company

Effective Policy No.
WC577-00001-023-SZ

Endorsement No.
Premium

Countersigned by _____

Date Issued: 4/4/2023

WC 00 03 13
(Ed. 4-84)

1983 National Council on Compensation Insurance.

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; and

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

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

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

SECTION 1. The 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 10th day of October 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Assistant City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=12597013&GUID=9BCB931E-A74D-4D05-B04E-076D2F50D20B* is a secure document that has been embedded in this document. Double click the pushpin to view.



RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO INTEGRATED FIRE & SECURITY FOR ADDITIONAL EQUPMENT DETERMINED TO BE REQUIRED FOR THE COMPLETION OF THE FIRE ALARM SYSTEM REPLACEMENT AT THE COCOA VILLAGE PLAYHOUSE IN THE AMOUNT OF $113,602.45, INCLUSIVE OF THE $10,000 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on March 30, 2023 the City Council authorized the City Manager to proceed to award Bid # B-23-16-COC to Integrated Fire & Security Solutions for the Fire Alarm Panel upgrade at Historic Cocoa Village Playhouse, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to Bid # B-23-16-COC with Integrated Fire & Security Solutions for additional equipment required for the completion of the Fire Alarm System Replacement at the Historic Cocoa Village Playhouse provided the total amount of approved change orders and any additional service contracts do not cause the budget to exceed the total $123,602 budgeted by the City Council for the services inclusive of the $10,000 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on January 23, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Assistant City Clerk

Change Order

Project Name/Number:	PW23PF - Cocoa Village Historic Playhouse, Fire Alarm System Replacement
Purchase Order:	B 23-16-COC
Project Change Order Number:	CO #1
City Change Order Number:	CO #1
Original Contract Price:	$113,602.00
Total Purchase Order To Date:	$113,602.00
Total Increase in Contract Amount for Change Order:	$0
Total Adjusted Contract with Change:	**$0**
Number of calendar days contract is increased due to this change order:	45 days
Number of calendar days contract is decreased due to this change order:	0 days
Original Final Completion Date:	December 14, 2023
Adjusted Final Completion Date:	**January 28, 2024**
This change order is requested by:	Tim Melnick (Integrated Fire and Security Solutions)
This change order is recommended by:	

This Change Order shall encompass all expenses incidental to the work, also including materials and labor. Following the execution of this Change Order there are no pending requests for time or costs associated with the project. The undersigned agree to the terms of this change order.

Tim Melnick, Branch Manager, Integrated Fire and Security Solutions, Inc.
Contractor/Date

Engineer/Date

Project Manager/Date 12/01/25

~~Utilities Director~~ Public Work/Date Abigail Morgan 01/12/23

Legislation Details (With Text)

File #:	24-035	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	1/16/2024			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	Approval of a revised Investment Policy via Resolution No. 2024-XXX. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	NVESTMENT POLICY Redlined Rev January 23, 2024.pdf NVESTMENT POLICY Rev January 23, 2024.pdf Res. 2024-xxxx Investment Policy revision 01-23-2024.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 16, 2024
Agenda Date: January 23, 2024
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM
Through: Stockton Whitten, City Manager
Requested Action:
Approval of a revised Investment Policy via Resolution No. 2024-XXX

BACKGROUND:

The City adopted an Investment Policy via Resolution 2010-101 at its regularly held meeting on July 27, 2010. The Investment Policy sets forth the investment objective and parameters for the management of public funds of the City. The primary objectives of Florida governmental investments in order of priority per Florida Statute are: safety, liquidity and yield. The City Council further updated the Investment Policy on July 24, 2019 via Resolution 2019-066, incorporating necessary changes to allocations of investments, performance benchmarks and definitions. The policy is designed to safeguard the City's funds, ensure the availability of operating and capital funds, when needed, and provide for an investment return competitive with comparable funds and financial market indices.

It is necessary to review the overriding financial policies such as the Investment Policy on a periodic basis to ensure that the information is the most current and applicable. Staff has currently reviewed the existing Investment Policy with the City's investment manager, Public Trust Advisors, and desires to make some changes to the policy. Attached to this agenda item is a copy of a red-lined existing policy, noting the changes to the policy, and a "clean" version of the policy with the revisions. Some of the significant changes to the policy are:
A change in the Maximum Issuer Limit for Federal Instrumentalities from 40% to 25% to match the Maximum Issuer Limit for Government Agencies.

Incorporation of Florida Statutes Sec. 218.415(24)(a) regarding investment decisions being based on pecuniary (monetary investment returns) factors and not on the interests of the beneficiaries of the investments. This statute was created in 2023 prohibiting investments based on Economic, Social and Governance factors.

The revised Investment Policy is included with resolution 2024-XXX as Exhibit A.

STRATEGIC PLAN CONNECTION:

Maintain Long-term Fiscal sustainability

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	Choose an item.

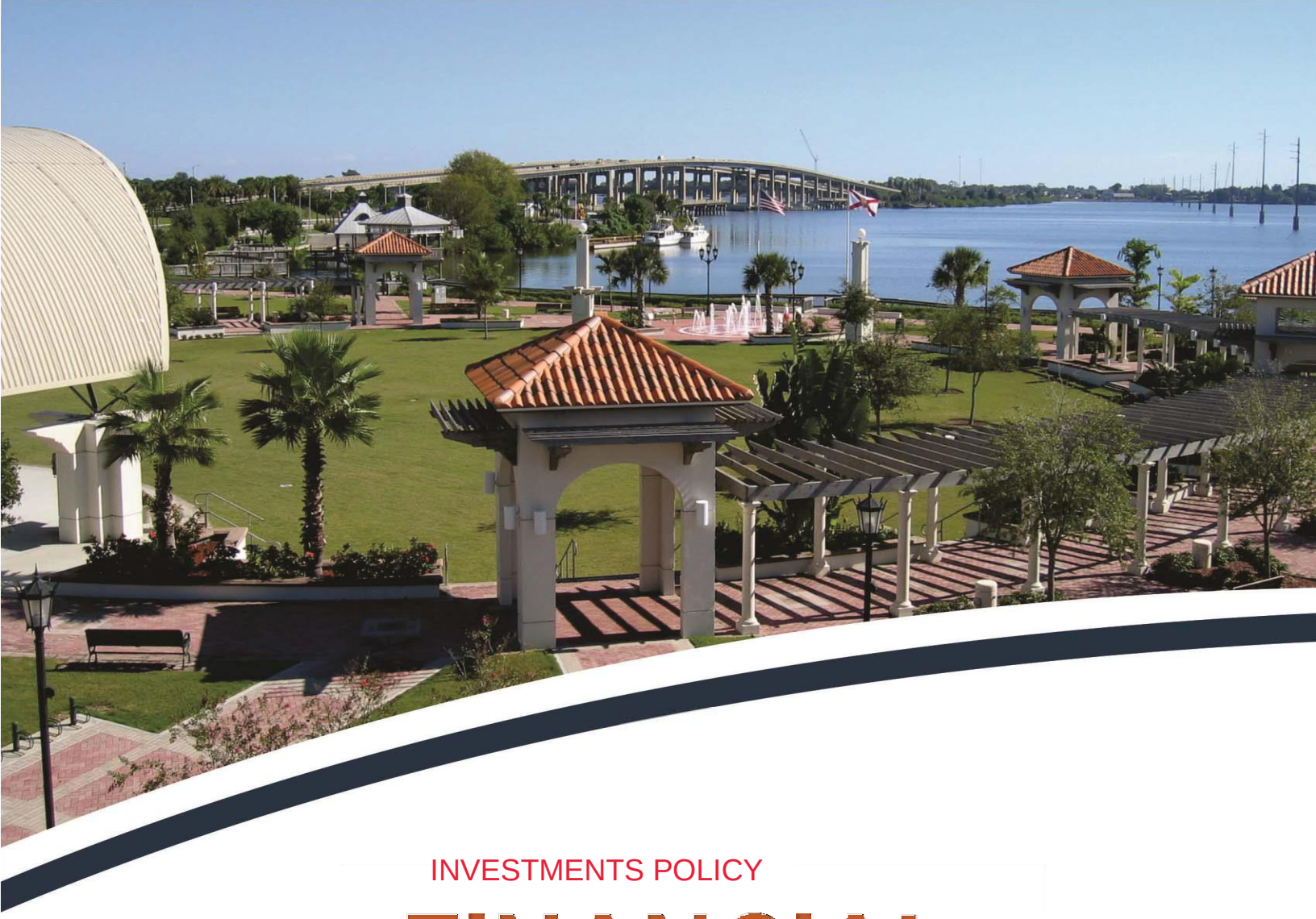
PREVIOUS ACTION:

The City Council previously adopted the Investment Policy via Resolution 2010-101 at its regularly held meeting on July 27, 2010.

City Council updated the Investment Policy on July 24, 2019 via resolution 2019-066.

RECOMMENDED MOTION:

Approval of a revised Investment Policy via Resolution No. 2024-xxx.



INVESTMENTS POLICY

FINANCIAL OPERATIONS MANUAL (FOM)

COCOA FLORIDA

21.5 Investment Policy
Adopted July 27, 2010; rev. July 24, 2019; January 23, 2024

Investment Policy
City of Cocoa, Florida

I. PURPOSE

The purpose of this Investment Policy (hereinafter "Policy") is to set forth the investment objectives and parameters for the management of public funds of the City of Cocoa, Florida (hereinafter "City"). This Policy is designed to safeguard the City's funds, ensure the availability of operating and capital funds when needed, and provide for an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statues, this Policy applies to all cash and investments held or controlled by the City with the exception of the City's funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, this policy does not apply to funds not under investment control of the City, such as the Police, Firefighters and the General Employees' Pension Funds. Cash and investment balances as defined in this Section are entirely known as "Available Funds".

III. INVESTMENT OBJECTIVES

Safety of Principal
The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

From time to time, securities may be traded for other similar securities to improve yield, maturity or credit risk. For these transactions, a loss may be incurred for accounting purposes, provided any of the following occurs with respect to the replacement security:

A. Yield has been increased, or
B. Maturity has been adjusted in anticipation of interest rate changes
C. Quality of the investment has been improved

Maintenance of Liquidity
The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodical cash flow analyses will be completed ensuring the portfolios are positioned to provide sufficient liquidity.

Return on Investment
The City's investment program shall be designed with the objective of attaining a market rate of return that is similar to established benchmarks as defined in this investment policy statement. Investment returns, throughout budgetary and economic cycles, shall take into account the City's primary objective of safety of principal, diversification and and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

IV. DELEGATION OF AUTHORITY

As designated by the City Council, the responsibility for providing oversight in regards to the management of the investment program resides with the Finance Director, under the direction of the City Manager. The City's Investment Manager, who has been afforded discretionary authority in executing investment transactions, in accordance with the terms of this Investment Policy, shall have responsibility for the day to day management responsibility for the City Available Funds, with the exception of funds invested under direction of the City's Finance Director is delegated to the City's Investment Manager. However, in no way does this delegation of authority diminish the responsibility of the Finance Director to provide oversight for the City's investment program and report any deviations from the provisions of the Investment Policy to the City Manager and City Council. The Finance Director or designee will further be responsible for the transferring of appropriate funds to affect investment transactions as recommended by the City's Investment Manager or for the long-term core investment program. In employing an Investment Manager to manage the City's long-term investment portfolio, such Investment Manager or firm must be registered under the Investment Advisors Act of 1940.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the City Council in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy. The "Prudent Person" rule states the following:

> Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the Prudent Person standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing and disposing of investments of these funds, the contractor shall exercise the judgment, care, skill, prudence and diligence under the circumstances then prevailing, which persons of prudence, discretion and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees or contractors involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Also, employees or contractors involved in the investment process shall disclose to the City Council and Investment Committee (if applicable) any material financial interests in financial institutions conducting business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Finance Director or designee shall establish a system of internal controls and operational procedures in writing and made a part of the City's Financial Operational Manual. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error and misrepresentation by third parties or imprudent actions by employees. The written procedures should include reference to safekeeping/custodial, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements and "delivery-vs.-payment" procedures. No person may engage in an investment transaction except as authorized under the terms of this Policy.

Independent auditors, as a normal part of the annual financial audit of the City, shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

The Finance Director and/or designee shall annually complete 8 hours of continuing education in subjects or course of study related to investment practices and products as required by Florida Statutes 218.415 (14).

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized City staff and Investment Advisors shall only purchase securities from financial institutions, which are qualified as public depositories by the Chief Financial Officer of the State of Florida; institutions designated as "Primary Securities Dealers" by the Federal Reserve Bank of New York, direct issuers of commercial paper and bankers' acceptances or approved non-primary securities dealers.

All approved non-primary securities dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule) must provide the following information prior to executing investment trades with the City:

1. Annual financial statement, as well as most recent quarterly statement.
2. Regulatory history, through either the Office of the Comptroller of the Currency for dealer banks, or the NASD for securities firms.
3. Statement of any pending lawsuits materially affecting the firm's business.

Authorized City staff and Investment Advisors shall only enter into repurchase agreements with financial institutions that are state qualified public depositories and primary securities dealers as designated by the Federal Reserve Bank of New York.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements.

A. Maturity Guidelines

Securities purchased by or on behalf of the City shall have a final maturity of five (5) years or less from the date of purchase. The overall weighted average duration of principal return for the entire portfolio shall be less than three (3) years. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

B. Liquidity Requirements

The Finance Director or designee shall determine the approximate amount of funds required to meet the day-to-day expenditure needs of the City. All funds in the depository bank may be "swept" each night into a fully collateralized repurchase agreement or money market fund. In order to have an available source of funds to meet unexpected cash requirements, a minimum of two months operating expenses will be invested within an overnight investment vehicle such as an AAAm rated money market fund, local government investment pool, or open market securities rated AA or better and maturity of 60 days or less. The balance of the City's funds will be available for investment according to the guidelines incorporated within this Policy.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Finance Director or designee and/or the City's Investment Manager has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers on securities in question. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected. If the lowest bid is not selected, a written explanation for the selection shall be submitted with the copies.

However, if obtaining bids/offers is not feasible and appropriate, securities may be purchased/sold utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

A. Bloomberg Information Systems
B. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing
C. Daily market pricing provided by the City's custodian or their correspondent institutions.

Examples of when this method may be used include:

A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process
B. When no active market exists for the issue being traded due to the age or depth of the issue
C. When a security is unique to a single dealer, for example, a private placement
D. When the transaction involves new issues or issues in the "when issued" market

Overnight sweep investment instruments will not be bid, but may be placed with the City's depository bank relating to the demand account for which the investment instrument was purchased.

XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Finance Director or designee and/or the City's Investment Manager may sell the investment at the then-prevailing market price and place the proceeds into the proper account with the City's custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the Finance Director or designee and/or the City's Investment Manager. The City shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocation requirements for investment types and issuers are calculated based on the original cost of each investment. All investment allocation limits apply to the portfolio as a whole, not to the individual accounts within the portfolio. Investments not listed in this Policy are prohibited. The following requirements do not apply to funds derived from the sale of debt.

	Security Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation Limit	Maximum Issuer Limit
A	Florida PRIME Fund	AAAm	N/A	25%	N/A
B	United States Government Securities	N/A	5 Years	100%	N/A
C	United States Government Agencies (full faith and credit of the United States Government)	N/A	5 Years	50%	25%
D	Federal Instrumentalities (United States Government Sponsored Enterprises ("GSE") which are non-full faith and credit).*	N/A	5 Years	80%	25%
E	Interest Bearing Time Certificates of Deposit or Saving Accounts	N/A	3 Years	25%	15%
F	Repurchase Agreements	N/A	90 Days	20%	5%
G	Commercial Paper	P-1/A-1	270 Days	25%	5%
H	Corporate Notes	AA rating category by any two NRSROs***	3 Years	25%	5%
I	Asset-Backed Securities (ABS)**	AAA rating category by any two NRSROs***	3 Years	25%	5%
J	Bankers' Acceptances	P-1/A-1	180 Days	15%	5%
K	State and/or Local Government Taxable and/or Tax-Exempt Debt	AA rating category by two NRSROs***	5 Years	25%	25%
L	Money Market Mutual Funds	AAAm	N/A	35%	15%
M	Intergovernmental Investment Pool	AAAm	N/A	50%	50%

*The combined total of available funds invested in Federal Instrumentalities and Mortgage Backed Securities cannot be more than 80%.

** 5% of operating funds. Bond proceeds not permitted.

*** National Recognized Statistical Rating Organization (NRSRO).

XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

The City may not invest in investment products that include the use of derivatives. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. Reverse repurchase agreements are not permitted by this Policy.

XIV. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolios' performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks allows the City to measure its returns against other investors in the same markets.

A. The short-term investment portfolio shall be designed with the annual objective of exceeding the return of the Standard & Poor's AAA Money Fund Government Index.

B. Investment performance of funds designated as core funds and other non-operating funds that have a long-term (greater than 12 months maturity) investment horizon will be compared to an index comprised primarily of U. S. Treasury and/or Government securities. The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolio's total rate of return

Investment advisors will report performance on both book value and total rate of return basis and compare results to the above-stated benchmarks for all actively managed portfolios. Investment advisors will report on book value for passively managed portfolios.

XV. REPORTING

A. The City's Investment Manager shall provide, on a quarterly basis, an investment report on the City's investments to the Finance Director, the City Manager, the City Council and Investment Committee (as applicable). Schedules in the quarterly report should include the following:

1. A listing of individual securities held at the end of the reporting period
2. Percentage of available funds represented by each investment type
3. Coupon, discount or earning rate
4. Average life or duration and final maturity of all investments
5. Par value and market value
6. Charts and/or graphs depicting the City's investments by type/instrument compared to the policy limits

A. Annual Investment Report

On an annual basis, the City's Investment Manager shall submit to the Finance Director, City Council and Investment Committee (as applicable) a written report on the City's investment funds. The annual report shall provide at least the following information: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value and the yield on each investment.

The annual report will show performance on both a market yield and total rate of return

basis (for actively managed investment portfolios) and will compare the results to the appropriate performance benchmarks in accordance with this investment policy. The annual report should also show the City's portfolio compared to the limits established by the Investment Policy. All investments shall be reported at fair value per Government Accounting Standards Board (GASB) standards. In addition, the annual report shall provide all disclosures as required by GASB Statement 40, *Deposit and Investment Risk Disclosures*. Investment reports shall be available to the public.

B. Review of Quarterly and Annual Investment Reports

It is primarily the responsibility of the Finance Director and/or designee to perform a thorough review of all investment reports provided by the Investment Manager to ensure compliance with the terms of this Investment Policy, as well as to evaluate performance of the investment manager against the established performance benchmark. The Finance Director, through the City Manager, must communicate in writing to the City Council, any violations of said policy provisions or failure of the Investment Manager to meet the minimum performance benchmark.
Should such a review result in proposed strategic changes to the existing terms of this Investment Policy (i.e. asset allocation percentages-sector, sub-sector, issuer), based on existing financial market conditions, such proposed revisions will be presented to the City Council, by way of the City Manager, for formal approval.

XVI. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchased by, and all collateral obtained by the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Finance Director and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless withdrawn by such a duly authorized person. Withdrawals must be sent by wire transfer or ACH delivery to the City's primary operating bank account.

Monthly the custodian shall provide the Finance Director or designee and/or the City's Investment Manager with detailed information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, ensuring the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. For any investment transaction conducted on an internal basis, written authorization from the Finance Director is required for securities to be delivered. Securities held as collateral shall be held free and clear of any liens.

XVII. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Policy is reserved for the City Council.

XVIII. POLICY CONSIDERATIONS

Any investment currently held that does not meet the guidelines of this policy shall be temporarily exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

XIX. INVESTMENT DECISIONS:

The investment decisions for the City's investment program must be based solely on pecuniary factors and may not subordinate the interests of the beneficiaries of the investments to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns. As used in this policy, "pecuniary factor" has the same meaning as defined section 218.415(24)(a), Florida Statutes.

Glossary of Cash and Investment Management Terms

Agency - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of a federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

Asked - The price at which securities are offered

Average Life - The average length of time that issues of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA) - A draft, bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Basis Point - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

Bid - The indicated price at which a buyer is willing to purchase a security or commodity.

Book Value - The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

Broker - A broker brings buyers and sellers together for a commission.

Certificate of Deposit (CD) - A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

Certificate of Deposit Account Registry Service (CDARS) – A private, patented, for-profit service that breaks up large deposits (from individuals, companies, nonprofits, public funds, etc.) and places them across a network of more than 3,000 banks and savings associations around the United States.

Collateralization - Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Commercial Paper - An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Current Yield (Current Return) - A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Dealer - A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP) - A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian

Derivatives - For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations ("CMOs") are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities.

Derivative Security - Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Diversification - A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Federal Home Loan Banks (FHLB) - Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

Federal National Mortgage Association (FNMA) - FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Government National Mortgage Association (GNMA OR GINNIE MAE) - Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. The security holder is protected by full faith and credit of the U. S. Government. Ginnie Mae securities are backed by the FHA, VA, or FMHM mortgages. The term "pass-through" is often used to describe Ginnie Maes.

Government Securities - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Internal Controls - An internal control structure designed to ensure the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

2. **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Investment Company Act of 1940 - Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Liquidity - An asset that can be converted easily and quickly into cash.

Local Government Investment Pool (LGIP) - An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida State Board of Administration/Florida Prime “SBA”).

Long-Term Core Investment Program – Funds that are not needed within a one year period.

Mark-to-market - The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Value - Current market price of a security.

Master Repurchase Agreement - A written contract covering all future transactions between parties to repurchase—reverse repurchase agreement that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

Maturity - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity".

Money Market - The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

National Association of Securities Dealers (NASD) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Net Asset Value - The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

[(Total assets) - (Liabilities)]/(Number of shares outstanding)

Par - Face value or principal value of a bond, typically $1,000 per bond.

Portfolio - Collection of securities held by an investor.

Principal - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Qualified Public Depository - Per Florida Statute 280, means any bank, savings bank or savings association that:

(a) Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States;
(b) Has its principal place of business in this state or has a branch office in this state that is authorized under the laws of this state or of the United States to receive deposits in this state.
(c) Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12
U.S.C. ss.1811 seq.
(d) Meets all requirements of F.S. 280
(e) Has been designated by the Treasurer as a qualified public depository.

Rate of Return - For fixed income securities (bonds and preferred stock), current yield which is the coupon or contractual dividend rate divided by the purchase price. For common stock, dividend yield, which is the annual dividend divided by the purchase price.

Repurchase Agreement (repo or RP) - An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo) - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Safekeeping - Holding of assets (e.g., securities) by a financial institution.

Structured Notes - Notes issued by government sponsored enterprises (FHLB, FNMA, SLMA, etc.) and corporations which have imbedded options (e.g. call features, step-up coupons, floating rate coupons, and derivative-based returns) into their debt structure. Their market performance is impacted by fluctuation of interest rates, the volatility of the imbedded options, and shifts in the shape of the yield curve.

Swap - Trading one asset for another.

Total Return - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. (Price Appreciation) + (Dividends paid) + (Capital gains) = Total Return

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Notes - Intermediate U.S. government debt securities with maturities of one to 10 years and issued in denominations ranging from $1,000 to $1 million or more.

Treasury Bonds - Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of $1,000. Currently, the longest outstanding maturity for such securities is 30 years.

Treasury STRIPS – An acronym for “separate trading of registered interest and principal securities”. Treasury STRIPS are fixed-income securities sold at a significant discount to face value and offer no interest payments because they mature at par.

Weighted Average Maturity (WAM) - The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

Yield - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield Curve - A graph showing the relationship at a single point in time between the available maturities of a security or similar securities with essentially identical credit risk and the yields that can be earned for each of those available maturities. A graphical depiction of the term structure of interest rates at any given point in time. Yield curves may be constructed for different instruments.

Yield-to-call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

Yield-to-maturity - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities - Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual increase of the principal of the security and is payable at par upon maturity.

Credit Rating Definitions

Long-Term Debt Ratings (maturities of one year or more):

- Investment Grade Aaa
  - highest- grade
  Aa1, Aa2, Aa3 - high-grade
  A1, A2, A3 - upper-medium grade
  Baa1, Baa2, Baa3 - medium grade

- Speculative Grade
  Ba1, Ba2, Ba3 - speculative elements
  B1, B2, B3 - lack characteristics of a desirable investment
  Caa1, Caa2, Caa3 - bonds of poor standing
  Ca - highly speculative
  C - lowest rating, extremely poor prospects of attaining any real investment standing

Short-Term Debt Ratings (maturities of less than one year):

Prime-1 (highest quality)
Prime-2
Prime-3

Ratings Definitions – Standard and Poor's

'AAA'	Extremely strong capacity to meet financial commitments. Highest Rating.
'AA'	Very strong capacity to meet financial commitments.
'A'	Strong capacity to meet financial commitments, but somewhat susceptible to adverse economic conditions and changes in circumstances.
'BBB'	Adequate capacity to meet financial commitments, but more subject to adverse economic conditions.
'BBB-'	Considered lowest investment grade by market participants.
'BB+'	Considered highest speculative grade by market participants.
'BB'	Less vulnerable in the near-term but faces major ongoing uncertainties due to adverse business, financial and economic conditions.
'B'	More vulnerable to adverse business, financial and economic conditions but currently has the capacity to meet financial commitments.
'CCC'	Currently vulnerable and dependent on favorable business, financial and economic conditions to meet financial commitments.
'CC'	Currently highly vulnerable.
'C'	Currently highly vulnerable obligations and other defined circumstances.
'D'	Payment defaults on financial commitments.

Note: Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

Bond Rating Grades

Credit Risk	Moody's	Standard and Poor's	Fitch Ratings
Investment Grade			
Highest Quality	Aaa	AAA	AAA
High Quality	Aa	AA	AA
Upper Medium	A	A	A
Medium	Baa	BBB	BBB
Not Investment			
Lower Medium	Ba	BB	BB
Lower Grade	B	B	B
Poor Grade	Ca	CCC	CCC
Speculative	Ca	CC	CC
No Payments /	C	D	C
In Default	C	D	D

Attachment A
Permitted Investment Definitions

The following paragraphs detail the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the Finance Director or designee and/or the City's Investment Manager. The City shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocation requirements for investment types and issuers are calculated based on the original cost of each investment. All investment allocation limits apply to all assets, and not to the individual portfolios within the City's investment program. Investments not listed in this Policy are prohibited. The following requirements do not apply to funds derived from the sale of debt, unless otherwise specified within the Trust Indenture for within the Official Statement of the debt issuance.

The Finance Director and the Investment Manager also recognizes that the City's Investment Policy should be a document that is reviewed at least annually, to coincide with current financial market conditions. As such, it is the responsibility of the Investment Manager, to periodically recommend changes in investment strategies (i.e. percentage allocations-sector, sub-sector, issuer), and performance benchmarks, based on the City's risk tolerances and currently available financial market information, for consideration by the City's Finance Director. Such recommendations will be approved by the Finance Director, and when changes to this Investment Policy Statement are required to implement recommended changes, the recommendations shall be communicated to the City Council, by way of the City Manager, for formal approval.

A. THE FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND ("FLPRIME")

1. Purchase Authorization
   Florida Local Government Surplus Funds Trust Fund/FLPRIME

2. Portfolio Composition
   A maximum of 25% of available funds may be invested in FLPRIME.

B. UNITED STATES GOVERNMENT SECURITIES

1. Purchase Authorization
   Negotiable direct obligations or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:

   Cash Management Bills
   Treasury Securities – State and Local Government Series ("SLGS")
   Treasury Bills, Treasury Notes, Treasury Bonds and Treasury Strips

2. Portfolio Composition
   A maximum of 100% of available funds may be invested in the United States Government Securities with the exception of Treasury Strips which are limited to 10% of available

funds.

3. Maturity Limitations
The maximum length to maturity of any direct investment in the United States Government Securities is five (5) years from the date of purchase.

C. UNITED STATES GOVERNMENT AGENCIES

1. Purchase Authorization
Bonds, debentures, notes or callable issues or guaranteed by the United States Governments Agencies, provided such obligations are backed by the full faith and credit of the United States Government. This includes adjustable and fixed rate mortgage-backed securities. The adjustable interest rate securities are to only adjust to the US Treasury indices. Such securities will include, but not be limited to the following:

United States Export – Import Bank
-Direct obligations or fully guaranteed certificates of beneficial ownership
Farmer Home Administration
-Certificates of beneficial ownership Federal Financing Bank
-Discount notes, notes and bonds Federal Housing Administration Debentures
Government National Mortgage Association (GNMA)
-GNMA guaranteed mortgage-backed bonds
-GNMA guaranteed pass-through obligations General Services Administration
United States Maritime Administration Guaranteed
-Title XI Financing New Communities Debentures
-United States Government guaranteed debentures United States Public Housing Notes and Bonds
-United States Government guaranteed public housing notes and bonds
United States Department of Housing and Urban Development
-Project notes and local authority bonds

2. Portfolio Composition
A maximum of 50% of available funds may be invested in United States Government Agencies.

3. Limits on Individual Issuers
A maximum of 25% of available funds may be invested in individual United States Government Agencies.

4. Maturity Limitations
The maximum length to maturity for an investment in any United States Government Agency Security is five years (5) years from the date of purchase.

D. FEDERAL INSTRUMENTALITIES (UNITED STATES SPONSORED AGENCIES)

1. Purchase Authorization

Bonds, debentures, notes or callable issues or guaranteed by United States Government sponsored agencies (Federal Instrumentalities), which are non- full faith and credit agencies. This includes adjustable and fixed rate mortgage-backed securities. Sub-prime, Alt-A and other non-first lien mortgage securities are prohibited. Permitted adjustable interest rate securities are to only adjust to the US Treasury indices. These are limited to the following:

Federal Farm Credit Bank (FFCB)
Federal Home Loan Bank or its City banks (FHLB)
Federal National Mortgage Association (FNMA)
Federal Home Loan Mortgage Corporation (Freddie-Macs) including Federal Home Loan Mortgage Corporation participation certificates

2. Portfolio Composition
A maximum of 80% of available funds may be invested in Federal Instrumentalities.

3. Limits on Individual Issuers
A maximum of 25% of available funds may be invested in any one issuer.

4. Maturity Limitations
The maximum length to maturity for an investment in any Federal Instrumentality security is five (5) years from the date of purchase. Mortgage backed securities will have average duration not greater than five (5) years.

E. INTEREST BEARING TIME DEPOSIT OR SAVING ACCOUNTS

1. Purchase Authorization
Non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes. Additionally, the bank shall not be listed with any recognized credit watch information service.

2. Portfolio Composition
A maximum of 15% of available funds may be invested in non-negotiable interest bearing time certificates of deposit.

3. Limits on Individual Issuers
A maximum of 10% of available funds may be deposited with any one issuer.

4. Limits on Maturities
The maximum maturity on any certificate shall be no greater than three (3) year from the date of purchase.

F. REPURCHASE AGREEMENTS

1. Purchase Authorization
   a. Repurchase agreements composed of only those investments authorized in Section

XII. B, C, and D. All firms are required to sign the City's Master Repurchase Agreement prior to the execution of a repurchase agreement transaction.

b. A third party custodian with whom the City has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. A clearly marked receipt that shows evidence of ownership must be supplied to the Finance Director or designee and retained.

c. Securities authorized for collateral must have maturities less than five (5) years and with market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement. Immaterial short-term deviations from the 102 percent requirement are permissible only upon the approval of the Finance Director or designee and/or the City's Investment Manager.

d. The overnight sweep arrangement shall adhere to the agreement between the City and the City's depository bank.

2. Portfolio Composition
A maximum of 20% of available funds may be invested in repurchase agreements excluding one (1)-business day agreements and overnight sweep agreements.

3. Limits on Individual Issuers
A maximum of 5% of available funds may be invested with any one institution excluding one (1)-business day agreements and overnight sweep agreements.

4. Limits on Maturities
The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.

G. COMMERCIAL PAPER

1. Purchase Authorization
Commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and/or "A-1" by Standard & Poor's (prime commercial paper). If the commercial paper is backed by a letter of credit ("LOC"), the long-term debt of the LOC provider must be rated "A" or better by at least two nationally recognized rating agencies at the time of purchase.

2. Portfolio Composition
A maximum of 25% of available funds may be directly invested in prime commercial paper.

3. Limits on Individual Sectors
A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers
A maximum of 5% of available funds may be invested with any one issuer.

5. Maturity Limitations
The maximum length to maturity for prime commercial paper shall be 270 days from the

date of purchase.

H. CORPORATE NOTES

1. Purchase Authorization
   Corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time or purchase, at a minimum “Aa” by Moody’s and/or a minimum long term debt rating of “AA” by Standard & Poor’s.

2. Portfolio Composition
   A maximum of 25% of available funds may be directly invested in corporate notes.

3. Limits on Individual Sectors
   A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers
   A maximum of 5% of available funds may be invested with any one issuer.

5. Maturity Limitations
   The maximum length to maturity for corporate notes shall be three (3) years from the date of purchase.

I. ASSET BACKED SECURITIES

1. Purchase Authorization
   Asset Backed Securities (ABS) issued by a corporation organized and operating within the United States by or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, of “Aaa” by Moody’s and/or “AAA” by Standard & Poor’s.

2. Portfolio Composition
   A maximum of 25% of available funds may be directly invested in Asset Backed Securities.

3. Limits on Individual Sectors
   A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers
   A maximum of 5% of available funds may be directly invested in any one issuer.

5. Maturity Limitations
   A maximum length to maturity for Asset Backed Securities shall be three (3) years from the date of purchase.

J. BANKERS’ ACCEPTANCES

1. Purchase Authorization
   Bankers’ acceptances issued by a domestic bank or a federally chartered domestic office

of a foreign bank, which are eligible for purchase by the Federal Reserve System if, at the time of purchase, the short-term paper is rated, at a minimum, “P-1” by Moody's Investors Services and “A-1” Standard & Poor's.

2. Portfolio Composition
   A maximum of 15% of available funds may be directly invested in Bankers’ acceptances

3. Limits on Individual Issuers
   A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations
   The maximum length to maturity for Bankers’ acceptances shall be 180 days from the date of purchase.

K. STATE AND/OR LOCAL GOVERNMENT TAXABLE AND/OR TAX-EXEMPT DEBT

1. Purchase Authorization
   State and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least “Aa” by Moody’s and/or “AA” by Standard & Poor’s for long-term debt, or rated at least “MIG-2” by Moody’s and “SP-2” by Standard & Poor’s for short-term debt.

   The City may purchase its own outstanding obligations with the agreement of the Finance Director, the City Manager, the Investment Manager and the City’s Bond Counsel; as applicable and allowable by federal regulations.

2. Portfolio Composition
   A maximum of 25% of available funds may be invested in taxable and tax- exempt General Obligation bonds.

   A maximum of 10% of available funds may be invested in taxable and tax- exempt Revenue and Excise Tax bonds of the various municipalities of the State of Florida, provided none of such securities have been in default within five (5) years prior to the date of purchase.

3. Maturity Limitations
   A maximum length to maturity for an investment in any state or local government debt security is five (5) years from the date of purchase.

L. REGISTERED INVESTMENT COMPANIES (MONEY MARKET MUTUAL FUNDS)

1. Investment Authorization
   Shares in open-end, no-load provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 90 days or less. In addition, the share value of the money market funds must equal to $1.00.

2. Portfolio Composition
   A maximum of 35% of available funds may be invested in money market funds.

3. Limits of Individual Issuers
   A maximum of 15% of available funds may be invested with any one money market fund.

4. Rating Requirements
   The money market funds shall be rated “AAAm” or “AAAm-G” or better by Standard & Poor’s or the equivalent by another rating agency.

5. Due Diligence Requirements
   A thorough review of any money market fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director or designee and/or the City’s Investment Manager containing a list of questions covering the major aspects of any investment pool/fund.

M. INTERGOVERNMENTAL INVESTMENT POOL

1. Investment Authorization
   Intergovernmental investment pools that are authorized pursuant to the Florida Inter-local Cooperation Act, as provided in Section 163.01, Florida Statutes and provided said funds contain no derivatives. Prior to investing in any intergovernmental investment pool, the pool provider must submit responses to the Pool/Fund Questionnaire in Attachment B of this policy.

2. Portfolio Composition
   A maximum of 50% of available funds may be invested in intergovernmental investment pools.

3. Due Diligence Requirements
   A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director or designee and/or the City’s Investment Manager containing a list of questions covering the major aspects of any investment pool/fund.

4. Rating Requirements
   The money market funds shall be rated “AAAm” or “AAAm-G” or better by Standard & Poor’s or the equivalent by another rating agency.

Attachment B

Investment Pool/Fund Questionnaire

1. A description of eligible investment securities, and a written statement of investment policy and objectives.

2. A description of interest calculations and how it is distributed, and how gains and losses are treated.

3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.

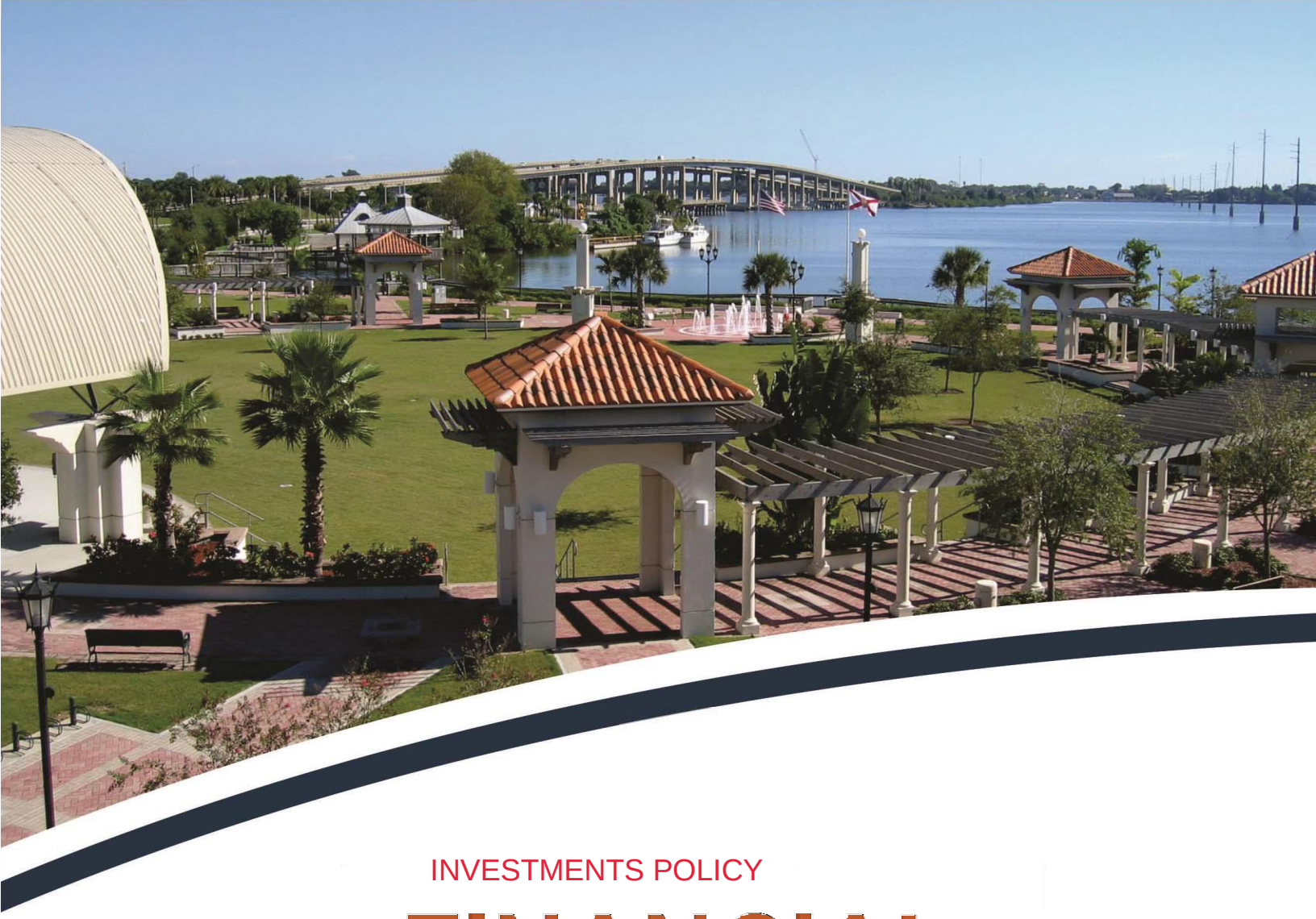
4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.

5. A schedule for receiving statements and portfolio listings.

6. Are reserves, retained earnings, etc. utilized by the pool/fund?

7. A fee schedule, and when and how is it assessed.

8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?



INVESTMENTS POLICY

FINANCIAL OPERATIONS MANUAL (FOM)

COCOA FLORIDA

21.5 Investment Policy
Adopted July 27, 2010; rev. July 24, 2019; January 23, 2024

Investment Policy
City of Cocoa, Florida

I. PURPOSE

The purpose of this Investment Policy (hereinafter "Policy") is to set forth the investment objectives and parameters for the management of public funds of the City of Cocoa, Florida (hereinafter "City"). This Policy is designed to safeguard the City's funds, ensure the availability of operating and capital funds when needed, and provide for an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statues, this Policy applies to all cash and investments held or controlled by the City with the exception of the City's funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, this policy does not apply to funds not under investment control of the City, such as the Police, Firefighters and the General Employees' Pension Funds. Cash and investment balances as defined in this Section are entirely known as "Available Funds".

III. INVESTMENT OBJECTIVES

Safety of Principal
The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

From time to time, securities may be traded for other similar securities to improve yield, maturity or credit risk. For these transactions, a loss may be incurred for accounting purposes, provided any of the following occurs with respect to the replacement security:

A. Yield has been increased, or
B. Maturity has been adjusted in anticipation of interest rate changes
C. Quality of the investment has been improved

Maintenance of Liquidity
The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodical cash flow analyses will be completed ensuring the portfolios are positioned to provide sufficient liquidity.

Return on Investment
The City's investment program shall be designed with the objective of attaining a market rate of return that is similar to established benchmarks as defined in this investment policy statement. Investment returns, throughout budgetary and economic cycles, shall take into account the City's primary objective of safety of principal, diversification and and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

IV. DELEGATION OF AUTHORITY

As designated by the City Council, the responsibility for providing oversight in regards to the management of the investment program resides with the Finance Director, under the direction of the City Manager. The City's Investment Manager, who has been afforded discretionary authority in executing investment transactions, in accordance with the terms of this Investment Policy, shall have responsibility for the day to day management responsibility for the City Available Funds, with the exception of funds invested under direction of the City's Finance Director is delegated to the City's Investment Manager. However, in no way does this delegation of authority diminish the responsibility of the Finance Director to provide oversight for the City's investment program and report any deviations from the provisions of the Investment Policy to the City Manager and City Council. The Finance Director or designee will further be responsible for the transferring of appropriate funds to affect investment transactions as recommended by the City's Investment Manager or for the long-term core investment program. In employing an Investment Manager to manage the City's long-term investment portfolio, such Investment Manager or firm must be registered under the Investment Advisors Act of 1940.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the City Council in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy. The "Prudent Person" rule states the following:

> Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the Prudent Person standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing and disposing of investments of these funds, the contractor shall exercise the judgment, care, skill, prudence and diligence under the circumstances then prevailing, which persons of prudence, discretion and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees or contractors involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Also, employees or contractors involved in the investment process shall disclose to the City Council and Investment Committee (if applicable) any material financial interests in financial institutions conducting business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Finance Director or designee shall establish a system of internal controls and operational procedures in writing and made a part of the City's Financial Operational Manual. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error and misrepresentation by third parties or imprudent actions by employees. The written procedures should include reference to safekeeping/custodial, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements and "delivery-vs.-payment" procedures. No person may engage in an investment transaction except as authorized under the terms of this Policy.

Independent auditors, as a normal part of the annual financial audit of the City, shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

The Finance Director and/or designee shall annually complete 8 hours of continuing education in subjects or course of study related to investment practices and products as required by Florida Statutes 218.415 (14).

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized City staff and Investment Advisors shall only purchase securities from financial institutions, which are qualified as public depositories by the Chief Financial Officer of the State of Florida; institutions designated as "Primary Securities Dealers" by the Federal Reserve Bank of New York, direct issuers of commercial paper and bankers' acceptances or approved non-primary securities dealers.

All approved non-primary securities dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule) must provide the following information prior to executing investment trades with the City:

1. Annual financial statement, as well as most recent quarterly statement.
2. Regulatory history, through either the Office of the Comptroller of the Currency for dealer banks, or the NASD for securities firms.
3. Statement of any pending lawsuits materially affecting the firm's business.

Authorized City staff and Investment Advisors shall only enter into repurchase agreements with financial institutions that are state qualified public depositories and primary securities dealers as designated by the Federal Reserve Bank of New York.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements.

A. Maturity Guidelines

Securities purchased by or on behalf of the City shall have a final maturity of five (5) years or less from the date of purchase. The overall weighted average duration of principal return for the entire portfolio shall be less than three (3) years. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

B. Liquidity Requirements

The Finance Director or designee shall determine the approximate amount of funds required to meet the day-to-day expenditure needs of the City. All funds in the depository bank may be "swept" each night into a fully collateralized repurchase agreement or money market fund. In order to have an available source of funds to meet unexpected cash requirements, a minimum of two months operating expenses will be invested within an overnight investment vehicle such as an AAAm rated money market fund, local government investment pool, or open market securities rated AA or better and maturity of 60 days or less. The balance of the City's funds will be available for investment according to the guidelines incorporated within this Policy.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Finance Director or designee and/or the City's Investment Manager has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers on securities in question. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected. If the lowest bid is not selected, a written explanation for the selection shall be submitted with the copies.

However, if obtaining bids/offers is not feasible and appropriate, securities may be purchased/sold utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

A. Bloomberg Information Systems
B. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing
C. Daily market pricing provided by the City's custodian or their correspondent institutions.

Examples of when this method may be used include:

A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process
B. When no active market exists for the issue being traded due to the age or depth of the issue
C. When a security is unique to a single dealer, for example, a private placement
D. When the transaction involves new issues or issues in the "when issued" market

Overnight sweep investment instruments will not be bid, but may be placed with the City's depository bank relating to the demand account for which the investment instrument was purchased.

XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Finance Director or designee and/or the City's Investment Manager may sell the investment at the then-prevailing market price and place the proceeds into the proper account with the City's custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the Finance Director or designee and/or the City's Investment Manager. The City shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocation requirements for investment types and issuers are calculated based on the original cost of each investment. All investment allocation limits apply to the portfolio as a whole, not to the individual accounts within the portfolio. Investments not listed in this Policy are prohibited. The following requirements do not apply to funds derived from the sale of debt.

	Security Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation Limit	Maximum Issuer Limit
A	Florida PRIME Fund	AAAm	N/A	25%	N/A
B	United States Government Securities	N/A	5 Years	100%	N/A
C	United States Government Agencies (full faith and credit of the United States Government)	N/A	5 Years	50%	25%
D	Federal Instrumentalities (United States Government Sponsored Enterprises ("GSE") which are non-full faith and credit).*	N/A	5 Years	80%	25%
E	Interest Bearing Time Certificates of Deposit or Saving Accounts	N/A	3 Years	25%	15%
F	Repurchase Agreements	N/A	90 Days	20%	5%
G	Commercial Paper	P-1/A-1	270 Days	25%	5%
H	Corporate Notes	AA rating category by any two NRSROs***	3 Years	25%	5%
I	Asset-Backed Securities (ABS)**	AAA rating category by any two NRSROs***	3 Years	25%	5%
J	Bankers' Acceptances	P-1/A-1	180 Days	15%	5%
K	State and/or Local Government Taxable and/or Tax-Exempt Debt	AA rating category by two NRSROs***	5 Years	25%	25%
L	Money Market Mutual Funds	AAAm	N/A	35%	15%
M	Intergovernmental Investment Pool	AAAm	N/A	50%	50%

*The combined total of available funds invested in Federal Instrumentalities and Mortgage Backed Securities cannot be more than 80%.

** 5% of operating funds. Bond proceeds not permitted.

*** National Recognized Statistical Rating Organization (NRSRO).

XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

The City may not invest in investment products that include the use of derivatives. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. Reverse repurchase agreements are not permitted by this Policy.

XIV. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolios' performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks allows the City to measure its returns against other investors in the same markets.

A. The short-term investment portfolio shall be designed with the annual objective of exceeding the return of the Standard & Poor's AAA Money Fund Government Index.

B. Investment performance of funds designated as core funds and other non-operating funds that have a long-term (greater than 12 months maturity) investment horizon will be compared to an index comprised primarily of U. S. Treasury and/or Government securities. The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolio's total rate of return

Investment advisors will report performance on both book value and total rate of return basis and compare results to the above-stated benchmarks for all actively managed portfolios. Investment advisors will report on book value for passively managed portfolios.

XV. REPORTING

A. The City's Investment Manager shall provide, on a quarterly basis, an investment report on the City's investments to the Finance Director, the City Manager, the City Council and Investment Committee (as applicable). Schedules in the quarterly report should include the following:

1. A listing of individual securities held at the end of the reporting period
2. Percentage of available funds represented by each investment type
3. Coupon, discount or earning rate
4. Average life or duration and final maturity of all investments
5. Par value and market value
6. Charts and/or graphs depicting the City's investments by type/instrument compared to the policy limits

A. Annual Investment Report

On an annual basis, the City's Investment Manager shall submit to the Finance Director, City Council and Investment Committee (as applicable) a written report on the City's investment funds. The annual report shall provide at least the following information: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value and the yield on each investment.

The annual report will show performance on both a market yield and total rate of return

basis (for actively managed investment portfolios) and will compare the results to the appropriate performance benchmarks in accordance with this investment policy. The annual report should also show the City's portfolio compared to the limits established by the Investment Policy. All investments shall be reported at fair value per Government Accounting Standards Board (GASB) standards. In addition, the annual report shall provide all disclosures as required by GASB Statement 40, *Deposit and Investment Risk Disclosures*. Investment reports shall be available to the public.

B. Review of Quarterly and Annual Investment Reports

It is primarily the responsibility of the Finance Director and/or designee to perform a thorough review of all investment reports provided by the Investment Manager to ensure compliance with the terms of this Investment Policy, as well as to evaluate performance of the investment manager against the established performance benchmark. The Finance Director, through the City Manager, must communicate in writing to the City Council, any violations of said policy provisions or failure of the Investment Manager to meet the minimum performance benchmark.
Should such a review result in proposed strategic changes to the existing terms of this Investment Policy (i.e. asset allocation percentages-sector, sub-sector, issuer), based on existing financial market conditions, such proposed revisions will be presented to the City Council, by way of the City Manager, for formal approval.

XVI. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchased by, and all collateral obtained by the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Finance Director and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless withdrawn by such a duly authorized person. Withdrawals must be sent by wire transfer or ACH delivery to the City's primary operating bank account.

Monthly the custodian shall provide the Finance Director or designee and/or the City's Investment Manager with detailed information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, ensuring the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. For any investment transaction conducted on an internal basis, written authorization from the Finance Director is required for securities to be delivered. Securities held as collateral shall be held free and clear of any liens.

XVII. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Policy is reserved for the City Council.

XVIII. POLICY CONSIDERATIONS

Any investment currently held that does not meet the guidelines of this policy shall be temporarily exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

XIX. INVESTMENT DECISIONS:

The investment decisions for the City's investment program must be based solely on pecuniary factors and may not subordinate the interests of the beneficiaries of the investments to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns. As used in this policy, "pecuniary factor" has the same meaning as defined section 218.415(24)(a), Florida Statutes.

Glossary of Cash and Investment Management Terms

Agency - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of a federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

Asked - The price at which securities are offered

Average Life - The average length of time that issues of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA) - A draft, bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Basis Point - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

Bid - The indicated price at which a buyer is willing to purchase a security or commodity.

Book Value - The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

Broker - A broker brings buyers and sellers together for a commission.

Certificate of Deposit (CD) - A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

Certificate of Deposit Account Registry Service (CDARS) – A private, patented, for-profit service that breaks up large deposits (from individuals, companies, nonprofits, public funds, etc.) and places them across a network of more than 3,000 banks and savings associations around the United States.

Collateralization - Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Commercial Paper - An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Current Yield (Current Return) - A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Dealer - A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP) - A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian

Derivatives - For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations ("CMOs") are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities.

Derivative Security - Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Diversification - A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Federal Home Loan Banks (FHLB) - Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

Federal National Mortgage Association (FNMA) - FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Government National Mortgage Association (GNMA OR GINNIE MAE) - Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. The security holder is protected by full faith and credit of the U. S. Government. Ginnie Mae securities are backed by the FHA, VA, or FMHM mortgages. The term "pass-through" is often used to describe Ginnie Maes.

Government Securities - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Internal Controls - An internal control structure designed to ensure the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

2. **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Investment Company Act of 1940 - Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Liquidity - An asset that can be converted easily and quickly into cash.

Local Government Investment Pool (LGIP) - An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida State Board of Administration/Florida Prime “SBA”).

Long-Term Core Investment Program – Funds that are not needed within a one year period.

Mark-to-market - The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Value - Current market price of a security.

Master Repurchase Agreement - A written contract covering all future transactions between parties to repurchase—reverse repurchase agreement that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

Maturity - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity".

Money Market - The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

National Association of Securities Dealers (NASD) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Net Asset Value - The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

[(Total assets) - (Liabilities)]/(Number of shares outstanding)

Par - Face value or principal value of a bond, typically $1,000 per bond.

Portfolio - Collection of securities held by an investor.

Principal - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Qualified Public Depository - Per Florida Statute 280, means any bank, savings bank or savings association that:

(a) Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States;
(b) Has its principal place of business in this state or has a branch office in this state that is authorized under the laws of this state or of the United States to receive deposits in this state.
(c) Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12
U.S.C. ss.1811 seq.
(d) Meets all requirements of F.S. 280
(e) Has been designated by the Treasurer as a qualified public depository.

Rate of Return - For fixed income securities (bonds and preferred stock), current yield which is the coupon or contractual dividend rate divided by the purchase price. For common stock, dividend yield, which is the annual dividend divided by the purchase price.

Repurchase Agreement (repo or RP) - An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo) - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Safekeeping - Holding of assets (e.g., securities) by a financial institution.

Structured Notes - Notes issued by government sponsored enterprises (FHLB, FNMA, SLMA, etc.) and corporations which have imbedded options (e.g. call features, step-up coupons, floating rate coupons, and derivative-based returns) into their debt structure. Their market performance is impacted by fluctuation of interest rates, the volatility of the imbedded options, and shifts in the shape of the yield curve.

Swap - Trading one asset for another.

Total Return - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. (Price Appreciation) + (Dividends paid) + (Capital gains) = Total Return

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Notes - Intermediate U.S. government debt securities with maturities of one to 10 years and issued in denominations ranging from $1,000 to $1 million or more.

Treasury Bonds - Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of $1,000. Currently, the longest outstanding maturity for such securities is 30 years.

Treasury STRIPS – An acronym for “separate trading of registered interest and principal securities”. Treasury STRIPS are fixed-income securities sold at a significant discount to face value and offer no interest payments because they mature at par.

Weighted Average Maturity (WAM) - The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

Yield - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield Curve - A graph showing the relationship at a single point in time between the available maturities of a security or similar securities with essentially identical credit risk and the yields that can be earned for each of those available maturities. A graphical depiction of the term structure of interest rates at any given point in time. Yield curves may be constructed for different instruments.

Yield-to-call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

Yield-to-maturity - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities - Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual increase of the principal of the security and is payable at par upon maturity.

Credit Rating Definitions

Long-Term Debt Ratings (maturities of one year or more):

- Investment Grade Aaa
  - highest- grade
  Aa1, Aa2, Aa3 - high-grade
  A1, A2, A3 - upper-medium grade
  Baa1, Baa2, Baa3 - medium grade

- Speculative Grade
  Ba1, Ba2, Ba3 - speculative elements
  B1, B2, B3 - lack characteristics of a desirable investment
  Caa1, Caa2, Caa3 - bonds of poor standing
  Ca - highly speculative
  C - lowest rating, extremely poor prospects of attaining any real investment standing

Short-Term Debt Ratings (maturities of less than one year):

Prime-1 (highest quality)
Prime-2
Prime-3

Ratings Definitions – Standard and Poor's

'AAA'	Extremely strong capacity to meet financial commitments. Highest Rating.
'AA'	Very strong capacity to meet financial commitments.
'A'	Strong capacity to meet financial commitments, but somewhat susceptible to adverse economic conditions and changes in circumstances.
'BBB'	Adequate capacity to meet financial commitments, but more subject to adverse economic conditions.
'BBB-'	Considered lowest investment grade by market participants.
'BB+'	Considered highest speculative grade by market participants.
'BB'	Less vulnerable in the near-term but faces major ongoing uncertainties due to adverse business, financial and economic conditions.
'B'	More vulnerable to adverse business, financial and economic conditions but currently has the capacity to meet financial commitments.
'CCC'	Currently vulnerable and dependent on favorable business, financial and economic conditions to meet financial commitments.
'CC'	Currently highly vulnerable.
'C'	Currently highly vulnerable obligations and other defined circumstances.
'D'	Payment defaults on financial commitments.

Note: Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

Bond Rating Grades

Credit Risk	Moody's	Standard and Poor's	Fitch Ratings
Investment Grade			
Highest Quality	Aaa	AAA	AAA
High Quality	Aa	AA	AA
Upper Medium	A	A	A
Medium	Baa	BBB	BBB
Not Investment			
Lower Medium	Ba	BB	BB
Lower Grade	B	B	B
Poor Grade	Ca	CCC	CCC
Speculative	Ca	CC	CC
No Payments /	C	D	C
In Default	C	D	D

Attachment A
Permitted Investment Definitions

The following paragraphs detail the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the Finance Director or designee and/or the City's Investment Manager. The City shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocation requirements for investment types and issuers are calculated based on the original cost of each investment. All investment allocation limits apply to all assets, and not to the individual portfolios within the City's investment program. Investments not listed in this Policy are prohibited. The following requirements do not apply to funds derived from the sale of debt, unless otherwise specified within the Trust Indenture for within the Official Statement of the debt issuance.

The Finance Director and the Investment Manager also recognizes that the City's Investment Policy should be a document that is reviewed at least annually, to coincide with current financial market conditions. As such, it is the responsibility of the Investment Manager, to periodically recommend changes in investment strategies (i.e. percentage allocations-sector, sub-sector, issuer), and performance benchmarks, based on the City's risk tolerances and currently available financial market information, for consideration by the City's Finance Director. Such recommendations will be approved by the Finance Director, and when changes to this Investment Policy Statement are required to implement recommended changes, the recommendations shall be communicated to the City Council, by way of the City Manager, for formal approval.

A. THE FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND ("FLPRIME")

1. Purchase Authorization
   Florida Local Government Surplus Funds Trust Fund/FLPRIME

2. Portfolio Composition
   A maximum of 25% of available funds may be invested in FLPRIME.

B. UNITED STATES GOVERNMENT SECURITIES

1. Purchase Authorization
   Negotiable direct obligations or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:

   Cash Management Bills
   Treasury Securities – State and Local Government Series ("SLGS")
   Treasury Bills, Treasury Notes, Treasury Bonds and Treasury Strips

2. Portfolio Composition
   A maximum of 100% of available funds may be invested in the United States Government Securities with the exception of Treasury Strips which are limited to 10% of available

funds.

3. Maturity Limitations
The maximum length to maturity of any direct investment in the United States Government Securities is five (5) years from the date of purchase.

C. UNITED STATES GOVERNMENT AGENCIES

1. Purchase Authorization
Bonds, debentures, notes or callable issues or guaranteed by the United States Governments Agencies, provided such obligations are backed by the full faith and credit of the United States Government. This includes adjustable and fixed rate mortgage-backed securities. The adjustable interest rate securities are to only adjust to the US Treasury indices. Such securities will include, but not be limited to the following:

United States Export – Import Bank
-Direct obligations or fully guaranteed certificates of beneficial ownership
Farmer Home Administration
-Certificates of beneficial ownership Federal Financing Bank
-Discount notes, notes and bonds Federal Housing Administration Debentures
Government National Mortgage Association (GNMA)
-GNMA guaranteed mortgage-backed bonds
-GNMA guaranteed pass-through obligations General Services Administration
United States Maritime Administration Guaranteed
-Title XI Financing New Communities Debentures
-United States Government guaranteed debentures United States Public Housing Notes and Bonds
-United States Government guaranteed public housing notes and bonds
United States Department of Housing and Urban Development
-Project notes and local authority bonds

2. Portfolio Composition
A maximum of 50% of available funds may be invested in United States Government Agencies.

3. Limits on Individual Issuers
A maximum of 25% of available funds may be invested in individual United States Government Agencies.

4. Maturity Limitations
The maximum length to maturity for an investment in any United States Government Agency Security is five years (5) years from the date of purchase.

D. FEDERAL INSTRUMENTALITIES (UNITED STATES SPONSORED AGENCIES)

1. Purchase Authorization

Bonds, debentures, notes or callable issues or guaranteed by United States Government sponsored agencies (Federal Instrumentalities), which are non- full faith and credit agencies. This includes adjustable and fixed rate mortgage-backed securities. Sub-prime, Alt-A and other non-first lien mortgage securities are prohibited. Permitted adjustable interest rate securities are to only adjust to the US Treasury indices. These are limited to the following:

Federal Farm Credit Bank (FFCB)
Federal Home Loan Bank or its City banks (FHLB)
Federal National Mortgage Association (FNMA)
Federal Home Loan Mortgage Corporation (Freddie-Macs) including Federal Home Loan Mortgage Corporation participation certificates

2. Portfolio Composition
A maximum of 80% of available funds may be invested in Federal Instrumentalities.

3. Limits on Individual Issuers
A maximum of 25% of available funds may be invested in any one issuer.

4. Maturity Limitations
The maximum length to maturity for an investment in any Federal Instrumentality security is five (5) years from the date of purchase. Mortgage backed securities will have average duration not greater than five (5) years.

E. INTEREST BEARING TIME DEPOSIT OR SAVING ACCOUNTS

1. Purchase Authorization
Non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes. Additionally, the bank shall not be listed with any recognized credit watch information service.

2. Portfolio Composition
A maximum of 15% of available funds may be invested in non-negotiable interest bearing time certificates of deposit.

3. Limits on Individual Issuers
A maximum of 10% of available funds may be deposited with any one issuer.

4. Limits on Maturities
The maximum maturity on any certificate shall be no greater than three (3) year from the date of purchase.

F. REPURCHASE AGREEMENTS

1. Purchase Authorization
   a. Repurchase agreements composed of only those investments authorized in Section

XII. B, C, and D. All firms are required to sign the City's Master Repurchase Agreement prior to the execution of a repurchase agreement transaction.

b. A third party custodian with whom the City has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. A clearly marked receipt that shows evidence of ownership must be supplied to the Finance Director or designee and retained.

c. Securities authorized for collateral must have maturities less than five (5) years and with market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement. Immaterial short-term deviations from the 102 percent requirement are permissible only upon the approval of the Finance Director or designee and/or the City's Investment Manager.

d. The overnight sweep arrangement shall adhere to the agreement between the City and the City's depository bank.

2. Portfolio Composition
A maximum of 20% of available funds may be invested in repurchase agreements excluding one (1)-business day agreements and overnight sweep agreements.

3. Limits on Individual Issuers
A maximum of 5% of available funds may be invested with any one institution excluding one (1)-business day agreements and overnight sweep agreements.

4. Limits on Maturities
The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.

G. COMMERCIAL PAPER

1. Purchase Authorization
Commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and/or "A-1" by Standard & Poor's (prime commercial paper). If the commercial paper is backed by a letter of credit ("LOC"), the long-term debt of the LOC provider must be rated "A" or better by at least two nationally recognized rating agencies at the time of purchase.

2. Portfolio Composition
A maximum of 25% of available funds may be directly invested in prime commercial paper.

3. Limits on Individual Sectors
A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers
A maximum of 5% of available funds may be invested with any one issuer.

5. Maturity Limitations
The maximum length to maturity for prime commercial paper shall be 270 days from the

date of purchase.

H. CORPORATE NOTES

1. Purchase Authorization
   Corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time or purchase, at a minimum “Aa” by Moody’s and/or a minimum long term debt rating of “AA” by Standard & Poor’s.

2. Portfolio Composition
   A maximum of 25% of available funds may be directly invested in corporate notes.

3. Limits on Individual Sectors
   A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers
   A maximum of 5% of available funds may be invested with any one issuer.

5. Maturity Limitations
   The maximum length to maturity for corporate notes shall be three (3) years from the date of purchase.

I. ASSET BACKED SECURITIES

1. Purchase Authorization
   Asset Backed Securities (ABS) issued by a corporation organized and operating within the United States by or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, of “Aaa” by Moody’s and/or “AAA” by Standard & Poor’s.

2. Portfolio Composition
   A maximum of 25% of available funds may be directly invested in Asset Backed Securities.

3. Limits on Individual Sectors
   A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers
   A maximum of 5% of available funds may be directly invested in any one issuer.

5. Maturity Limitations
   A maximum length to maturity for Asset Backed Securities shall be three (3) years from the date of purchase.

J. BANKERS’ ACCEPTANCES

1. Purchase Authorization
   Bankers’ acceptances issued by a domestic bank or a federally chartered domestic office

of a foreign bank, which are eligible for purchase by the Federal Reserve System if, at the time of purchase, the short-term paper is rated, at a minimum, “P-1” by Moody's Investors Services and “A-1” Standard & Poor's.

2. Portfolio Composition
A maximum of 15% of available funds may be directly invested in Bankers’ acceptances

3. Limits on Individual Issuers
A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations
The maximum length to maturity for Bankers’ acceptances shall be 180 days from the date of purchase.

K. STATE AND/OR LOCAL GOVERNMENT TAXABLE AND/OR TAX-EXEMPT DEBT

1. Purchase Authorization
State and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least “Aa” by Moody’s and/or “AA” by Standard & Poor’s for long-term debt, or rated at least “MIG-2” by Moody’s and “SP-2” by Standard & Poor’s for short-term debt.

The City may purchase its own outstanding obligations with the agreement of the Finance Director, the City Manager, the Investment Manager and the City’s Bond Counsel; as applicable and allowable by federal regulations.

2. Portfolio Composition
A maximum of 25% of available funds may be invested in taxable and tax- exempt General Obligation bonds.

A maximum of 10% of available funds may be invested in taxable and tax- exempt Revenue and Excise Tax bonds of the various municipalities of the State of Florida, provided none of such securities have been in default within five (5) years prior to the date of purchase.

3. Maturity Limitations
A maximum length to maturity for an investment in any state or local government debt security is five (5) years from the date of purchase.

L. REGISTERED INVESTMENT COMPANIES (MONEY MARKET MUTUAL FUNDS)

1. Investment Authorization
Shares in open-end, no-load provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 90 days or less. In addition, the share value of the money market funds must equal to $1.00.

2. Portfolio Composition
   A maximum of 35% of available funds may be invested in money market funds.

3. Limits of Individual Issuers
   A maximum of 15% of available funds may be invested with any one money market fund.

4. Rating Requirements
   The money market funds shall be rated "AAAm" or "AAAm-G" or better by Standard & Poor's or the equivalent by another rating agency.

5. Due Diligence Requirements
   A thorough review of any money market fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director or designee and/or the City's Investment Manager containing a list of questions covering the major aspects of any investment pool/fund.

M. INTERGOVERNMENTAL INVESTMENT POOL

1. Investment Authorization
   Intergovernmental investment pools that are authorized pursuant to the Florida Inter-local Cooperation Act, as provided in Section 163.01, Florida Statutes and provided said funds contain no derivatives. Prior to investing in any intergovernmental investment pool, the pool provider must submit responses to the Pool/Fund Questionnaire in Attachment B of this policy.

2. Portfolio Composition
   A maximum of 50% of available funds may be invested in intergovernmental investment pools.

3. Due Diligence Requirements
   A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director or designee and/or the City's Investment Manager containing a list of questions covering the major aspects of any investment pool/fund.

4. Rating Requirements
   The money market funds shall be rated "AAAm" or "AAAm-G" or better by Standard & Poor's or the equivalent by another rating agency.

Attachment B

Investment Pool/Fund Questionnaire

1. A description of eligible investment securities, and a written statement of investment policy and objectives.

2. A description of interest calculations and how it is distributed, and how gains and losses are treated.

3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.

4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.

5. A schedule for receiving statements and portfolio listings.

6. Are reserves, retained earnings, etc. utilized by the pool/fund?

7. A fee schedule, and when and how is it assessed.

8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE INVESTMENT POLICY FOR ANY PUBLIC FUNDS IN EXCESS OF THE AMOUNTS NEEDED TO MEET CURRENT EXPENSES PREVIOUSLY ADOPTED VIA RESOLUTION 2010-101; PROVIDING FOR INCORPORATION INTO THE CITY'S GENERAL ACCOUNTING, BUDGET, PURCHASING AND FINANCIAL POLICIES SET FORTH IN THE FINANCIAL OPERATIONS MANUAL ("FOM"); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 218.415, Florida Statutes, the City Council of the City of Cocoa is authorized to adopt an investment policy for purposes of investing public funds that are in excess of amounts needed to meet current city expenses; and

WHEREAS, pursuant to Cocoa Charter Article XIV, Section 2, the City Council shall designate the depositories for City funds, shall provide for the regular deposit of all city monies and shall provide for the proper security of all city deposits; and

WHEREAS, City Council approved an Investment Policy via Resolution 2010-101 at its regularly held meeting on July 27, 2010: and

WHEREAS, City Council approved modifications to the Investment Policy via Resolution 2019-066 at its regularly held meeting on July 24, 2019: and

WHEREAS, staff has reviewed the existing policy and has provided updates to the policy and is requesting City Council approval of a revised Investment Policy and for its incorporation into the existing FOM: and

WHEREAS, in furtherance of the aforementioned State Statute and its duties under the City Charter, the City Council desires to adopt this Resolution to ensure that the public funds held by the City are invested safely, prudently and responsibly; and

WHEREAS, the City Council has determined this Resolution is in the best interests of the City of Cocoa.

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

SECTION 1. Amendment of Investment Policy. The City Council of the City of Cocoa hereby amends the City's Investment Policy, in the form attached hereto as Exhibit A and incorporated by reference.

SECTION 2. Repeal of Prior Inconsistent Resolution. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. Incorporation into the FOM. The City's Investment Policy, as amended herein by Exhibit A, shall be incorporated into the City's Financial Operations Manual. The existing section of the FOM consisting of the City's Investment Policy, Section 21.5, shall be stricken and replaced with the Investment Policy as amended herein by Exhibit A.

SECTION 4. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid

SECTION 5. 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 Council of the City of Cocoa, Florida, in a regular meeting assembled on the 23rd day of January, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault City Clerk

Legislation Details (With Text)

File #:	23-782	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	12/11/2023			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	To Approve Task Order 2024-41 with Jacobs Engineering Group Inc. (Jacobs) to Update the Water System Capital Plan, Project WS24CP; To Approve as a Multi-year Contract from FY2024 through FY2025. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02_05_2020 Agreement for Continuing Engineering Services for Water System.pdf 12_13_2022_1st Amendment to Continuing Services Agmt.pdf COI Jacobs EXP 07.01.24.pdf TO-JACOBS 2024-41 $904,197.00 - UT-ENGIN.pdf TRACK SHEET.pdf Final_Water_Capital_Plan_Update_Proposal FY2024_Revision 1.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 11, 2023
Agenda Date: January 23, 2024
Prepared By: Katherine D. Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2024-41 with Jacobs Engineering Group Inc. (Jacobs) to Update the Water System Capital Plan, Project WS24CP; To Approve as a Multi-year Contract from FY2024 through FY2025

BACKGROUND:

On November 13, 2019, City Council authorized staff to execute an Agreement with Jacobs for Engineering Services for the Water System effective February 5, 2020. The negotiated contract has a three-year term with two optional two-year renewals. On December 13, 2022, City Council approved the first amendment to the Agreement with Jacobs for the first two-year renewal option extended through February 4, 2025.

The Water System Capital Plan last had a detailed update in 2018 with Jacobs. Since then, under the Program Management Services Task with Jacobs, the Capital Plan has been reviewed with minor updates and changes every year. A detailed and complete update to the Capital Plan is

recommended approximately every five (5) years and has been budgeted for FY24.

Task Order 2024-41 will authorize Jacobs to update the Water System Capital Plan for Fiscal Years 2025 through 2045 based on current and forecasted population growth and infrastructure rehabilitation needs. The Task Order is divided into the following scope of services tasks; Project Approach and Information Needs Review, Water Demand Projections, Planning Criteria Development, Risk and Resilience Assessment Update, Supply System, Water Treatment Evaluation, Water Storage, Pumping, and Transmission/Distribution System, and Capital Plan Development.

The compensation for this effort is time and materials. Each task is estimated based on the best information at the time the tasks were developed and will be managed by staff. Actual level of effort associated with individual tasks will vary as such this task order is intended to provide flexibility to accommodate such delivery-phase modifications. Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. The Consultant rates are in accordance with the included fee schedule.

The term of this task order covers a 15-month period starting from the date of receipt of the Notice to Proceed. Staff recommends approval of Task Order 2024-41 with Jacobs to update the Water System Capital Plan.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A

Amount Requested	$904,197.00
Account Number	421-4055-536.63-00, WS24CP
Account Name	Infrastructure

Source of Funds: Operating Revenue

PREVIOUS ACTION:

On November 13, 2019, City Council approved the Final Ranking of Firms for RFQ-20-03-COC, Engineering Services for the Water System and authorized the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with Jacobs Engineering Group Inc.

On December 13, 2022, City Council approved the First Amendment to Purchase Agreement to RFQ-20-03-COC with Jacobs Engineering Group Inc. for Engineering Services for Water System to Initiate the First Two-Year Term Renewal Option, and to Increase the Cost Limitation in Compliance with the Consultants' Competitive Negotiation Act (CCNA) Statute

RECOMMENDED MOTION:

To Approve Task Order 2024-41 with Jacobs Engineering Group Inc. (Jacobs) to Update the Water System Capital Plan, Project WS24CP; To Approve as a Multi-year Contract from FY2024 through FY2025

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

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

WHEREAS, the Engineer participated in the selection and negotiation process; and

WHEREAS, the Engineer is willing to provide such engineering, design and permitting services to the City under the terms and conditions stated herein; and

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by the Engineer or Engineer's independent professional associates and Engineers which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, as may be amended or any other actual and direct expenses the City agrees to reimburse by Task Order.

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

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by the Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and the Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

4.1 The Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. The Engineer shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed -upon schedule.

4.2 No extension for completion of services shall be granted to the Engineer without the City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill -timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by the Engineer's principals, employees and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

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

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

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

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. The Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in the Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and the Engineer shall remain liable to the City in accordance with applicable law for damages to the City caused by the Engineer's negligent, reckless, or intentionally wrongful performance of any Services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a

specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

6.1 The City or its affiliates shall at all times have the right to review or observe the Services performed by the Engineer.

6.2 No inspection, review or observation shall relieve the Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 The City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. The Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager.

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, unless a higher deductible is pre- approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the amount of $1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

10.4 Independent Associates and Engineers. All independent associates and Engineers employed by the Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement

of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

14.3. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

14.4. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, the Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 The Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, the Engineer and any approved subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. The Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefore; or

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

c. The Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. The Engineer has committed any act of fraud upon the City; or

e. The Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

f. The Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by the Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, Cityshall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendices and Exhibits attached hereto, constitute the entire agreement between the City and the Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal–agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 The City and the Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

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

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 The Engineer hereby represents and warrants to the City the following:

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

b. The undersigned representative of the Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of the Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

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

34.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

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

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

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

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than the Engineer's undersigned representative's execution of the Agreement.

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

This FIRST Amendment to the Continuing Services Agreement entered on February 5, 2020 for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to $4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this First Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
10/28/2022	12/13/2022
Signature / Date	Signature / Date

Attest: _____
Carie Shealy, City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 68969395 **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			HDO G47339273	07/01/23	07/01/24	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H10736262	07/01/23	07/01/24	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C50711481 (AOS)	07/01/23	07/01/24	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		WCU C50711559 (OH)*	07/01/23	07/01/24	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C5071164A (WI)	07/01/23	07/01/24	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 014	07/01/23	07/01/24	PER CLAIM/PER AGG	3,000,000

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

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Jeff Voorhees. RE: Program management, engineering, design and permitting services. CONTRACT END DATE: 2/5/2023. SECTOR: Public. City of Cocoa FL is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER

City of Cocoa FL

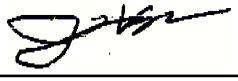
351 Schearer Blvd.

Cocoa, FL 32922 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/15/2023

NAME OF INSURED: **Jacobs Engineering Group Inc.**

Additional Description of Operations/Remarks from Page 1:

Additional Information:

***$2,000,000 SIR FOR STATE OF: OHIO**

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number
Policy Symbol HDO	Policy Number G47339273	Policy Period 07/01/2023 TO 07/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number
Policy Symbol ISA	Policy Number H10736262	Policy Period 07/01/2023 TO 07/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS SOLUTIONS INC. 555 SOUTH FLOWER ST, STE 3200 LOS ANGELES CA 90071	Endorsement Number Policy Number Symbol: WLR Number: C50711481
Policy Period 07-01-2023 **TO** 07-01-2024	Effective Date of Endorsement 07-01-2023
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM,TX and WI.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Solutions Inc.**			Endorsement Number
Policy Symbol **EON**	Policy Number **G21655065 014**	Policy Period **07/01/2023 to 07/01/2024**	Effective Date of Endorsement **07/01/2023**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule.**

B. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You.**

E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy.**

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy.**

G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.

JOHN J. LUPICA, President

Authorized Representative

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Construction Manager at Risk Services for Water and Wastewater Plant Projects	2024-04.1
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 01/03/24 City Bid Number: RFQ 19-04-COC AMOUNT: $ 1,448,145.00

Vendor Name: Wharton-Smith, Inc. Quote/Proposal Number: 2024-04

Dept. Number/Division Name: Utilities/Engineering

Project Name: Internal Recycle Pump Replacement Project Number: WS22IR

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : 1 Requested Amendment Amount: $ 10,133,063.00

Original Task Order Amount: $ 1,448,145.00 Total Revised Amount including all Amendments: $ 11,581,208.00

Total number of Amendments including this one: 1

Scope of Services; Justification for Amendment

The original task order covered the Guaranteed Maximum Price (GMP) Proposal #1 from Wharton-Smith, Inc, (WSI) for the limited construction services, consisting of long lead items and subsurface investigation services, for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project. Amendment #1 to this task order covers the GMP Proposal #2, comprised of the remaining scope of construction services, primarily consisting of the installation of the long lead items that were procured under the original task order. GMP Proposal #2 will be performed by WSI as Amendment #5 under the CMAR master services agreement under RFQ-19-04-COC.

Design is Construction Related: ☐ YES ☐ NO ☑ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☑ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Requestor

Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2024-04.1

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

Continuing Service Agreement Track Sheet

RFQ-20-03-COC

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Service Description: Engineering Services for Water System

Total Task Orders: $10,446,302.92

Department: Utilities | Start Date: 2/5/2020 | Paid: $5,702,211.17

Task Orders Issued: 73 | End Date: 2/4/2025 | # Extensions 1 | Encumbered: $3,241,959.24

Contract #	RFQ-20-03-COC	Vendor	Jacobs Engineering	Expires	2/4/2025	$10,446,302.92	$5,702,211.17	$3,241,959.24
Task Order	**Task Details**			**Approved**	**Status**	**Task Order Amt.**	**Paid**	**Encumbered**
2020-01	Cocoa Program Management Services for FY2020 for Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76256-40438; Notes: Liquidated $22,949.04, Amount Paid $173,387.96, PO # [DK-			2/13/2020	Completed	$339,431.00	$173,387.96	$0.00
2020-01.1	Reduction in time required for Task due to COVID-19 delays; Requested by Shawny Weston; Project # WS13BC; PO/RQ#: 76256-40438;			9/3/2020	Completed	($143,094.00)	$0.00	$0.00
2020-01.1 L	Liquidated; Requested by Shawny Weston				Completed	($22,949.04)	$0.00	$0.00
2020-02	FY2020 Cross Connection Control Program Assistance; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Task Order Approved amount is $124,902 but PO was only issued for $93,677.00 [DK-03/22/22]			2/13/2020	Completed	$93,677.00	$45,479.50	$0.00
2020-02.1	Reduction in time required to assist WFO with activities for Task 1, 2, 3 & 4; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Liquidated Amount $28,197.50 [DK-03/22/22]			5/26/2020	Completed	($20,000.00)	$0.00	$0.00
2020-02.1 L	Liquidated; Requested by Melinda Keesee				Completed	($28,197.50)	$0.00	$0.00

2020-03	FY2020 Program Management Services for Cocoa Utilities Bond Funded CIP Projects; Requested by Katherine Ennis; Project # WS19BO; PO/RQ#: 76255-40441; Notes: Liquidated Balance of $287,624.50 [DK-03/22/22] Original	2/13/2020	Completed	$325,016.00	$37,391.50	$0.00
2020-03 LI	Liquidated; Requested by Katherine Ennis		Completed	($287,624.50)	$0.00	$0.00
2020-04	FY2020 City of Cocoa Plan Review, Permitting Assistance & Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76254-40442; Notes: Liquidated Balance of $33,495.50 [DK-03/22/22]Original Task	2/26/2020	Completed	$178,052.00	$144,556.50	$0.00
2020-04 LI	Liquidated; Requested by Katherine Ennis		Completed	($33,495.50)	$0.00	$0.00
2020-05	FY2020 Water Field Operations (WFO) Support; Requested by Katherine Ennis; PO/RQ#: 76376-40594; Notes: Liquidated balance of $59,634.50 per Melinda [DK-03/22/22]	2/26/2020	Completed	$160,492.00	$70,857.50	$0.00
2020-05.1	Reduction in Time required for Task # 1; Requested by Melinda Keesee; Project # WS136BC; PO/RQ#: 76376-40594;	5/26/2020	Completed	($30,000.00)	$0.00	$0.00
2020-05.1 L	Liquidated; Requested by Melinda Keesee		Completed	($59,634.50)	$0.00	$0.00
2020-06	FY2020 Water System Program Management Services - Dyal Plant Support; Requested by Shawny Weston; PO/RQ#: 76412-40440; Notes: PO Balance Liquidated $23,711.75 per Shawny 12/07/20, [DK-03/22/22] Original Task Order Amount $168,322.00	2/26/2020	Completed	$168,322.00	$144,610.25	$0.00
2020-06 LI	Liquidated; Requested by Shawny Weston		Completed	($23,711.75)	$0.00	$0.00
2020-07	America's Water Infrastructure (AWIA Section 2013 Compliance Support; Requested by Katherine Ennis; PO/RQ#: 76253-40443; Notes: PO Balance Liquidated $48,379.68 [DK-03/22/22] Original Task Order Amount $188,914.00	2/26/2020	Completed	$188,914.00	$140,534.32	$0.00

2020-07 LI	Liquidated; Requested by Katherine Ennis		Completed	($48,379.68)	$0.00	$0.00
2020-08	Requested TO but never issued (Patrick AFB & Cape Canaveral AFS Water Utility Privatization); Requested by Jack Walsh Notes: Never Issued "$976,932.00"		Cancelled	$0.00	$0.00	$0.00
2020-09	Corrosion Control Study; Requested by Peter Davis; Project # WS19CF; PO/RQ#: 76439-40701; Notes: PO Balance Liquidated $13,366.46 [DK-03/22/22] Original Task Order Amount $111,058.00	4/8/2020	Completed	$111,058.00	$97,691.54	$0.00
2020-09 LI	Liquidated; Requested by Peter Davis		Completed	($13,366.46)	$0.00	$0.00
2020-10	Assistance & Support for SCADA; Requested by Shawny Weston; PO/RQ#: 76569-40860; Notes: PO Balance Liquidated $65,010.48 per Shawny [Dk-03/22/22] Original Task Order Amount $175,000.00	1/22/2020	Completed	$175,000.00	$109,989.52	$0.00
2020-10 LI	Liquidated; Requested by Shawny Weston		Completed	($65,010.48)	$0.00	$0.00
2020-11	Develop a Standard Operating Procedures (SOP) manual describing the operation of the Dyal WTP facilities and systems.; Requested by Shawny Weston; Project # WS20DM; PO/RQ#: 76986-41449;	8/26/2020	Completed	$143,094.00	$142,048.00	$0.00
2020-11 LI	Liquidated; Requested by Shawny Weston		Completed	($1,046.00)	$0.00	$0.00
2020-12	Update of Fixed Assets and Systems Data; Requested by Jack Walsh; Project # WS21FA; PO/RQ#: 76942-41400; Notes: PO Balance Liquidated $27,419.00 [DK-3/22/22]Original Task Order Amount $58,321.00	8/26/2020	Completed	$58,321.00	$30,902.00	$0.00
2020-12 LI	Liquidated; Requested by Jack Walsh		Completed	($27,419.00)	$0.00	$0.00

2021-13	FY21 Engineering Services for Water System Program Management Services - Water Supply; Requested by Shawny Weston; PO/RQ#: 77434-41950;	10/27/2020	Completed	$374,708.00	$423,969.15	$0.00
2021-13.1	Support Services for upgrades to SCADA servers; Requested by Sean McFarland; PO/RQ#: 77434-41950; Notes: City Manager signed proposal on 07/15/21. [DK-03/23/22]	7/13/2015	Completed	$65,000.00	$0.00	$0.00
2021-13.1 L	Liquidated; Requested by Sean McFarland		Completed	($15,738.85)	$0.00	$0.00
2021-14	FY21 Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77279-41814; Notes: Liquidated $12.50 per ICORF dated 09/12/22. See requ folder	9/23/2020	Completed	$178,052.00	$178,039.50	$0.00
2021-14 LI	Liquidated; Requested by Katherine Ennis		Completed	($12.50)	$0.00	$0.00
2021-15	FY21 Engineering Services for the Water System Program Mnagement Services for Cocoa Utilities Operating Revenuw Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77309-41885;	9/23/2015	Completed	$453,926.00	$413,870.54	$0.00
2021-15 LI	Liquidated; Requested by Katherine Ennis		Completed	($40,055.46)	$0.00	$0.00
2021-16	FY21 WFO Cross Connection Control (CCC) Support; Requested by Melinda Keesee; PO/RQ#: 77426-41873; Notes: PO Balance Liquidated $56,667.27 [DK-03/22/22]Original Task Order Amount $224,883.00	10/13/2020	Completed	$224,883.00	$168,215.73	$0.00
2021-16 LI	Liquidated; Requested by Melinda Keesee		Completed	($56,667.27)	$0.00	$0.00
2022-17	Program Management & SCADA Services; Requested by Shawny Weston; PO/RQ#: 78697-43602;	9/28/2021	Completed	$374,956.00	$374,952.50	$0.00

2022-17.1	Project Management & SCADA; Requested by Sean McFarland; PO/RQ#: 79774-44900; Notes: Emailed TO to Brian on 06/01/2022 for review and approval. Also asked him to save a copy of the proposal into the Task Order	7/12/2022	Completed	$115,164.00	$0.00	$0.00
2022-17.1 L	Liquidated; Requested by Sean McFarland		Completed	($7,110.02)	$0.00	$0.00
2022-18	FY22 WFO Division Cross Connection Control Support; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 79012-43961; Notes: 03/01/2023 per email from Melinda K. the remaining balance on this PO $19,302.50 is to be liquidated. Original Task Order Amount	9/14/2021	Completed	$224,850.00	$205,547.50	$0.00
2022-18 LI	Liquidated; Requested by Melinda Keesee		Completed	($19,302.50)	$0.00	$0.00
2022-19	FY22 Cocoa Program Plan Review, Permitting Assistance & Utility Support; Requested by Jack Walsh; Project # WS1221; PO/RQ#: 78728-43623; Notes: Liquidated $38,745.00 [DK-10/27/2022]Original Task Order	9/14/2021	Completed	$249,280.00	$210,535.00	$0.00
2022-19 LI	Liquidated; Requested by Jack Walsh		Completed	($38,745.00)	$0.00	$0.00
2022-20	FY22 Engineering Services for the Water System - Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 78704-43625;	9/14/2021	Completed	$597,069.00	$395,828.36	$0.00
2022-20 LI	Liquidated; Requested by Katherine Ennis		Completed	($201,240.64)	$0.00	$0.00
2022-21	Viera Booster Station Chloramination Improvements - Permitting & Design; Requested by Shawny Weston; Project # WS21VP; PO/RQ#: 78688-43590; Notes: Liquidated $2,016.50 [DK-10/27/22] Original Task Order	9/28/2021	Completed	$84,494.00	$82,477.50	$0.00
2022-21 LI	Liquidated; Requested by Shawny Weston		Completed	($2,016.50)	$0.00	$0.00

2022-22	FY22 Engineering Services for the Water System - Sea Ray Drive 36" Water Main Sykes Creek Crossing; Requested by Katherine Ennis; Project # WS21SC; PO/RQ#: 78709-43634;	9/28/2021	Active	$305,867.00	$259,381.06	$46,485.94
2022-23	Elevated Tank Rehabilitation - Design and Bidding Services; Requested by Peter Davis; Project # DYET22; PO/RQ#: 79792-44745; Notes: Task Order # 2022-23 provided to Peter on 04/01/2022 [DK-04/01/22] Estimated Proposal 35,056.00	5/5/2022	Active	$35,056.00	$28,545.50	$6,510.50
2022-24	36" Wm Relocation Seay Ray Drive Bridge (Sykes Creek); Project # WS21SC Notes: Emailed Task Order # to John Perrin [DK-06/06/2022] Per John this will need to be a FY23 Task Order. New Task Order #		Cancelled	$0.00	$0.00	$0.00
2022-25	Viera Pump Station Chlorination Improvements; Requested by David Veloza; Project # WS21VP; PO/RQ#: 80175-45458; Notes: Task Order # 2022-25 emailed to David Veloza [DK-06/29/2022]	9/13/2022	Active	$93,880.00	$25,138.50	$68,741.50
2023-26	FY23 City of Cocoa Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 80172-45444; Notes: Emailed TO # 2023-26 to Katie [DK-07/11/2022]	9/13/2022	Completed	$249,538.00	$258,075.50	$0.00
2023-26 LI	Liquidated Balance		Completed	($1,512.50)	$0.00	$0.00
2023-26.1	FY2024 Plan Review, Permitting Assistance and Utility Support; Requested by Kimberley Ross; PO/RQ#: 80172-45444; Notes: Emailed Task Order to Brian for approval 8.16.23 (cs) Emailed Task Order back to Requestor [DK-08/22/2023]	9/12/2023	Completed	$10,050.00	$8,537.50	$0.00
2023-27	FY23 Engineering Services for the Water System; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 80171-45443; Notes: Emailed Task Order # 2023-27 to Katie [DK-07/19/22] Emailed TO to Brian [DK-08/03/22]	9/13/2022	Active	$692,563.00	$591,710.25	$100,852.75
2023-28	FY23 Engineering Services for the Water System; Requested by Sean McFarland; PO/RQ#: 80061-45338; Notes: Task Order # 2023-28 provided to Sean via phone call. [DK-08/02/22]	9/13/2022	Completed	$399,726.00	$480,426.02	$0.00
2023-28 LI	Liquidate Balance		Completed	($4,820.43)	$0.00	$0.00

2023-28.1	Project Management Serices; Requested by Sean McFarland; PO/RQ#: 80061-1-45338; Notes: TO Amendment emailed to Brian [DK-05/25/2023] To Amendment emailed back to Requestor to get Council Approval	7/11/2023	Completed	$85,520.00	$80,700.02	$0.00
2023-29	Sea Ray Drive_Sykes Creek WM Crossing SDC; Requested by John Perrin; Project # WS21SC; PO/RQ#: 80515-45829; Notes: Emailed Task Order # 2023-29 to John Perrin [DK-08/03/2022] Emailed Task Order #2023-29 to Brian [CS-11/23/22]	12/13/2022	Active	$124,519.00	$26,304.00	$98,215.00
2023-30	FY23 WFO & Cross Connection Control (CCC) Support; Requested by Melinda Keesee; PO/RQ#: 80496-45805; Notes: emailed Task Order # 2023-30 to Melinda [DK-08/16/2022] emailed Task Order to Brian for approbval [DK-08/19/2022]	9/13/2022	Completed	$224,554.00	$169,426.00	$0.00
2023-30 LI	Liquidated Balance		Completed	($55,118.00)	$0.00	$0.00
2023-30.0	PO was issued for $10.00 less; Requested by Melinda Keesee		Completed	($10.00)	$0.00	$0.00
2023-30.1	FY23 WFO & Cross Connection Control (CCC) Support Adjustment; Requested by Melinda Keesee Notes: 11/14/2022 emailed Task Order Amendment to Brian [DK-11/14/2022]		Cancelled	$0.00	$0.00	$0.00
2023-31	Dyal Install New Well 17; Requested by David Veloza; Project # WS20DW; PO/RQ#: 81190-46703; Notes: Task Order # emailed to David [DK-05/18/2023] Emailed Task Order to Lora for Approval. [DK-06/26/2023]	7/11/2023	Active	$227,902.00	$58,248.50	$169,653.50
2023-32	Dyal WTP SCADA HMI Server; Requested by Katrina Combs; Project # WS18SC; PO/RQ#: 81218-46742; Notes: Emailed Task Order # 2023-32 to Katrina [DK-07/05/2023] Emailed Task Order to Brian for Approval [DK-07/07/2023]	7/25/2023	Active	$367,952.00	$19,407.60	$348,544.40
2023-33	Carbon Dioxide System Replacement; Requested by Katrina Combs; Project # WS23BR; PO/RQ#: 81348-46936; Notes: Emailed Katrina Task Order # [DK-07/17/2023] Emailed Task Order to Brian [DK-07/20/2023]		Active	$147,898.00	$3,082.50	$144,815.50
2024-34	FY2024 WFO & Cross Connection Control (CCC) Support; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 81449-47088; Notes: Emailed Task Order # to Melinda [DK-08/03/2023] Emailed Task Order to Brian for signature 8.10.23 (cs)		Active	$223,524.00	$15,309.00	$208,215.00

2024-35	FY2024 Engineering Services for the Water System Program Management Services - Water Supply and Water Treatment Support; Requested by Katrina Combs; PO/RQ#: 81497-47171; Notes: Task Order Number emailed to Katrina [DK-08/07/2023]	9/12/2023	Active	$434,676.00	$31,577.85	$403,098.15
2024-36	FY2024 Plan Review, Permitting Assistance and Utility Support; Requested by Kimberley Ross; PO/RQ#: 81450-47090; Notes: Emailed Task Order # to Kimberley [DK-08/07/2023] Emailed Task Order to Brian/Rebecca for signature 8.15.23 (cs)	9/12/2023	Active	$308,840.00	$20,469.50	$288,370.50
2024-37	FY2024 Engineering Services for the Water System - Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects; Requested by Kimberley Ross; PO/RQ#: 81454-47098; Notes: Emailed Task Order # to Kimberley [DK-08/07/2023]	9/12/2023	Active	$694,429.00	$34,987.50	$659,441.50
2024-38	Groundwater Membrane Treatability Study; Requested by Kimberley Ross; PO/RQ#: 81631-47300; Notes: Emailed Task Order # to Kim [DK-09/19/2023] Emailed Kim - Rate Amount different on proposal than on contract?	10/10/2023	Active	$699,015.00	$0.00	$699,015.00
2024-39	Banana River Booster Station Chloramination Improvements - Design, Permitting and Bidding Services; Requested by David Veloza; Project # WS18BR Notes: Provided Task Order # to David Veloza (DK-10/04/2023)		Pending	$279,917.00	$0.00	$0.00
2024-40	FY24 Lead and Copper Rule Revisions - Compliance Phase 3B Support Services; Requested by Kimberley Ross Notes: Emailed Task Order # to Kim (DK-11/14/2023) Emailed Task Order to Brian for approval (CS - 12.26.23)		Pending	$299,199.00	$0.00	$0.00
2024-41	Water System Capital Plan Update FY25 - FY45; Requested by Kimberley Ross Notes: Emailed Task Order # to Kim Ross (DK-12/12/2023) Emailed Task Order to Brian for Approval. (DK-01/09/2024)		Pending	$904,197.00	$0.00	$0.00

City of Cocoa
Task Order 2024-41
City of Cocoa Water System Capital Plan Update FY25 to FY45 – Revision 1

As authorized under the Agreement with the City of Cocoa (City), this proposal contains the scope, schedule, and compensation for services to be performed by Jacobs Engineering Group (JACOBS) to prepare the *Cocoa Capital Plan Update FY25 to FY45*. These services will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020 and first Amendment dated December 13, 2022.

Introduction

The scope of work outlines the work elements needed to update the Capital Plan for the City of Cocoa Water System. The planning period is 20 years; from Fiscal Year 2025 to 2045. Infrastructure considered for this project is organized into categories for water supply, treatment, storage, pumping, and transmission.

The work performed under this scope will incorporate findings of completed work products or works in process by JACOBS. JACOBS will provide specific services to the City in accordance with the following task descriptions.

Scope of Services

Task 1 – Project Approach & Information Needs Review

Task 1.1 Kickoff Meeting and Collect Existing Data

JACOBS will conduct a kickoff meeting at the City of Cocoa's office to review the scope, approach, schedule, and data and information needs. JACOBS and the City will agree to a schedule for delivery of the information and data during the meeting.

Assumptions:

JACOBS assumes that City staff will provide the data and information as requested and as are available. JACOBS assumes that the data available from the City are accurate and that quantitative data are in electronic format. JACOBS will notify the City if there are concerns over the data received and if additional data are needed.

The City has directed that this scope of services will not address impacts of water production for regional entities. Regional impacts due to the possible partnerships will be considered in the future.

Deliverables – Meeting agenda, information needs spreadsheet, and meeting summary memo.

Meetings – One (1) kickoff meeting attended by up to six (6) JACOBS personnel.

Task 2 –Water Demand Projections

The City water utility serves the communities of Cocoa, Cocoa Beach, Cape Canaveral, Rockledge, Merritt Island, Viera, areas of unincorporated Brevard County, and the large customers of Titusville, Patrick Space Force Base/Cape Canaveral Space Force Station, Kennedy Space Center, and Port Canaveral. Water demand projections will be developed for the twenty-year planning period. JACOBS will work with City Utilities and Planning staff and County planning staff in the development of the service area growth projections in conjunction and consistent with the current City of Cocoa Water Use Permit issued by the St. Johns River Water Management District (SJRWMD).

Information obtained planned developments, potential future wholesale water customers, and anticipated changes to existing water usage/agreements will be included in the demand projections. Water demand projections will be prepared for 5-year increments during the 20-year planning period.

It is assumed that Brevard County, Port Canaveral, National Aeronautics and Space Administration (NASA), and the Patrick Space Force Base/Cape Canaveral Space Force Station represent the highest potential demand growth potential in Cocoa's system to the extent leading to water demand growth, and that JACOBS will contact these entities directly to collect information on the location, type, density, and timing of anticipated growth.

JACOBS will analyze historical water billing records, provided by the City, to establish historical water consumption by geographic area and customer type. These usage estimates will be applied to future customers to predict future water demands. A correction factor will be developed so that billed water consumption matches treated water production needs. This adjustment will be needed for demand input to the water distribution hydraulic model.

Deliverables – Meeting summary reports will be prepared for meetings. JACOBS will summarize the results of this task in a Technical Memorandum. The draft Technical Memorandum will be transmitted to the City for review, input and comment.

Meetings – One (1) meeting with City Planning Department, one (1) meeting with County Planning Department, one (1) meeting with Port Canaveral, one (1) meeting with NASA, and one (1) meeting with Patrick Space Force Base and Cape Canaveral Space Force Station representatives. One meeting will be held, attended by up to three (3) JACOBS personnel, to review City comments on Task 2.

Assumptions – Each meeting will be attended by two (2) JACOBS staff members. Meetings are based on availability of each entity. It is anticipated that the City will assist in the coordination and scheduling of meetings as necessary. No meetings are included with potential regional partners. It will be assumed that future use by category will be similar to historic use. All Technical Memorandums prepared under this scope will include recommendations and conclusions where applicable.

Task 3 – Planning Criteria Development

The planning criteria set by the City will form the basis for this Master Plan. These criteria represent the performance requirements for the water utility in terms of service to customers. JACOBS will summarize pertinent information regarding the City's level of service goals including:

- Safe Drinking Water Act (SDWA) regarding existing and potential future regulations
- FDEP Regulations regarding water treatment specific to City groundwater and surface water supplies, capacity requirements (treatment, storage, pumping, backup power, reliability, redundancy)
- SJRWMD Water Supply Planning regarding the SJRWMD's Water Supply Plan.
- Central Florida Water Initiative (CFWI) Regional Water Supply Planning requirements
- Consumptive Use Permit regarding constraints to water supply sources
- Growth Management Planning regarding the existing County Growth Management Plan (GMP) elements that relate to the City of Cocoa and communities that it serves.
- City of Cocoa Comprehensive Plan
- Fire flows

Deliverables - The findings and recommendations of this activity will be summarized in a Technical Memorandum and submitted to City for review and comment.
Meetings – One meeting will be held to review planning criteria, attended by up to two (2) JACOBS personnel. One meeting will be held, attended by up to three (3) JACOBS personnel, to review City comments on Task 3.

Task 4 – Risk and Resilience Assessment Update – Prioritization of Assets

The risk prioritization process determines the City's high-risk assets for planning purposes. During the development of the *Cocoa Capital Plan* in 2013 and the *Capital Plan Update* in 2018, City utility staff assisted with providing the information and methodology necessary to improve the management of its infrastructure assets through the development of a risk-based approach. In 2020, JACOBS worked with the City to develop a Risk and Resilience Assessment (RRA) required by the 2018 America's Water Infrastructure Act (AWIA). This effort utilized the American Water Works Association (AWWA) Risk and Resilience Management of Water and Wastewater System J100-10 standard to assess risk and resilience associated with threats from malevolent acts, natural hazards, dependency hazards, and proximity hazards to critical infrastructure assets. The analysis and results of the RRA, along with asset best management principles and practices, will be reviewed and updated.

Task 4.1 – Update of Risk and Resilience Assessment

The JACOBS team will initially work with JACOBS staff familiar with the City of Cocoa Water System to review previously identified critical water facilities/assets, perform preliminary analysis, and prepare for a series of onsite workshops, interviews, and physical site inspections.

RRA Review Presentation. A presentation will be provided to all stakeholders to review the AWIA requirements, the RRA process, and activities to be completed during workshops and site visits.

RRA Workshops. JACOBS will prepare for and conduct workshops that will focus on reviewing preliminary analysis updates and updating sections of the RRA analysis tool. Involvement of Cocoa stakeholders in these workshops s critical to confirm the RRA team assumptions and validate results. Workshops will be conducted to address the following:

- Asset prioritization and threat review
- Threat-asset list review
- Consequences criteria review
- Consequence scoring

RRA Stakeholder Interviews. JACOBS will conduct interviews with City staff to capture details of specific RRA elements. Where RRA elements are considered to have been adequately captured during workshop discussions, separate interviews may not be required. Interview sessions may include:

- Natural Hazards – A review of historical impacts and resilience building activities for the utility's facilities and assets to natural hazards related to severe weather and climate change, including flooding, high wind, extreme heat, and wildfire events.
- Supply Chain Impacts – A review of the reliability and potential impacts of the utility's supply chain including chemicals, parts, fuel, power, etc.
- Water Quality, Pressure, and Flow Monitoring – A review of water quality, pressure, and flow monitoring (including online monitoring) in place at the utility.
- Financial Resilience – A review of the resilience of the utility's financial elements including billing, collection, and financial contingencies.
- Chemical Use, Storage, and Handling – A review of the chemicals, their use, storage, and handling at the utility's water facilities.
- Operations and Maintenance – A review of utility water operations, operational needs, and maintenance procedures in place. (If this topic has been captured in adequate detail during the workshops, this review may not be required.)
- Cybersecurity – A review of updated City cyber security standards and cyber security risks (does not include penetration testing or active network probing).

Task 4.2 – Critical Facilities/Assets Site Visits. JACOBS already has intimate knowledge of the water utility facilities, however critical facilities and assets identified during the workshops may be visited by JACOBS staff (including natural hazard, physical security, and cybersecurity subject matter experts) along with utility plant managers and staff with direct knowledge of the utility's source water, treatment, and distribution facilities. Site visits of representative critical drinking water system facilities will be conducted using checklists.

Task 4.3 – RRA Results Review and Update Risk Reduction Options

JACOBS will review the RRA and prepare a list of recommended risk reduction options. JACOBS will facilitate one 6-hour meeting with City staff. The meeting will include reviewing up to the top 20 vertical and 20 linear high risk asset list and recommended risk reduction options for each critical asset.

JACOBS will prepare a list of the high-risk assets discussed at the meeting and a description of the risk reduction options. Potential risk reduction areas and projects will be evaluated further in Tasks 5 through 7.

Deliverables –

- A list of risk reduction options for high-risk assets.
- Documents prepared for Task 4 will be compiled into a single Technical Memorandum and submitted to City for review and comment.

Meetings – One 1 hour RRA review presentation, two 4 hour workshops, three 1 hour stakeholder interviews, three 8 hour site visits, and one 6 hour meeting (two (2) JACOBS personnel).

Assumptions

- By nature, the linear and vertical asset scoring process involves slightly different criteria. If the top 20 high risk assets have less than 6 linear or less than 6 vertical assets included, then additional prioritized vertical or linear assets will be included so that there will be a minimum of 6 for each include in this exercise.
- JACOBS will provide the City with a list of data, information, and document needs prior to scheduled workshops.
- The City will provide relevant data, information, and documents requested prior scheduled workshops. Access to plans and data as requested by JACOBS will be available and provided by the utility in a timely manner. Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City. The City does not guarantee that all records and data requested by JACOBS are available.
- The City will provide knowledgeable staff to participate in workshops, interviews, and site visits to selected facilities/assets.
- The City will provide JACOBS staff on the project access to its facilities, as required, for performance of this scope of work. The City will provide interview rooms and conference rooms as needed for interviews and workshops.
- It is assumed that site visits do not require confined space entry, vertical ladder climbing needing fall protection, or other areas requiring special training and that only minimal personal protective equipment will be required, including safety vests and hard hats.

Task 5 – Supply System

Task 5.1 – Groundwater

Task 5.1.1 – State of the Groundwater Supply System

JACOBS will summarize available information on the existing wellfield system, CUP conditions, and known conditions and issues. This will include:

- Wellfield operations including well operations, raw water main operations, main breaks, single points of failure, and well access constraints including access land ownership.
- Groundwater quality assessment published from the USGS and from City.
- Projects in-progress.

Task 5.1.2 – Raw Groundwater Transmission System Hydraulic Model Update

The City operates an extensive raw groundwater supply and transmission system that conveys water from 48 active water supply wells drawing from two aquifers through 18 miles of multiple and parallel pipes to the Wewahootee WTP. The existing model will be updated to evaluate pipeline hydraulics and alternatives to increase reliability of the raw water main transmission network.

The update to the model will include input of the latest water quality data, pump performance data, flow meter records, and raw water main configuration. Limited investigation of well pump and wellfield operations will be provided to compare the results of the model with the field operations to identify specific segments for improvement or areas suspected to have closed valves and/or incorrect connectivity. Investigation will be limited to preparing a field testing plan on the raw groundwater conveyance system. Two days of on-site observation will be provided. All equipment operation will be conducted by City staff. Additional flow and pressure recording, if needed to test the hydraulic model, will be obtained by the City from available SCADA data.

Task 5.1.3 – Capacity Analysis

JACOBS will evaluate the capacity of existing water supply system to meet projected demands. JACOBS will identify and characterize risks to the sustainability and resiliency of the water supply. Water availability and the sustainability of the source will be estimated for the planning period. An estimate of sustainable capacity versus projected capacity needs will be prepared and any shortfall in supply will be quantified. If needed, JACOBS will identify potential wellfield expansion, replacement and/or renewal and replacement (R&R) alternatives for the planning period. JACOBS will develop capital projects to address capital and R&R needs.

Task 5.1.4 – Regulatory Compliance Review

The water supply system will be reviewed for compliance with regulatory requirements from Task 3 including CUP compliance and FDEP regulations. The wellfield will be reviewed for compliance with FDEP regulations including capacity requirements and backup power. Inspection of wellfield facilities will not be conducted by JACOBS under this task.

The impacts of pending or anticipated future regulatory changes will be reviewed and potential approaches to achieving compliance will be identified.

Deliverables **-** Technical Memorandum summarizing findings for Task 5.

Meetings **-** One day trip to review hydraulic model piping, valving, and well configurations (one (1) JACOBS staff member). Two days on site to support field investigations (two (2) JACOBS staff members). One review meeting for summary Technical Memorandum (up to four (4) JACOBS personnel).

Assumptions - Field testing of the well pumps is not included in scope. C-factors for the pipelines developed from previous work will be the basis of model.

Task 5.2 – Surface Water

Task 5.2.1 – State of the Surface Water Supply System

JACOBS will summarize the existing surface water supply system, CUP conditions, and known conditions and issues, and identify needed improvements or projects based on capacity and regulations. These will include incorporating and expanding available information on:

- Operations of the surface water supply system.
- Taylor Creek Reservoir (TCR) capacity with the current and potentially revised operating schedule. The SJRWMD is conducting a project to evaluate the condition of the L-73 berm and the potential to make improvements to increase the yield of the reservoir. JACOBS will work with the City to gather information on the progress of the project, and potential conclusions and recommendations relevant to the capacity of the reservoir for the City of Cocoa's purposes and the purposes of other water supply utilities in the Central Florida area.

- Water quality data collected as part of regulatory compliance and routine operations of the surface water treatment system. The water quality parameters of the historic data may not be sufficiently broad to include parameters relevant to treatment process evaluation. JACOBS will compare available parameters to those desired for treatment process evaluation and compile a list of additional parameters and sampling locations that may be needed. City staff will obtain water quality data for the additional parameters.

Task 5.2.2 – Capacity Analysis

JACOBS will determine the capacity of existing surface water supply system to meet projected demands. JACOBS will identify and characterize risks to the sustainability and resiliency of the water supply. Water availability and the sustainability of the source will be estimated for the planning period. An estimate of sustainable capacity versus projected capacity needs will be prepared and any shortfall in supply will be quantified. If needed, JACOBS will identify potential expansion and/or renewal and replacement alternatives for the planning period. JACOBS will develop capital projects to address capital and R&R needs.

Task 5.2.3 – Regulatory Compliance Review

The surface water supply system will be reviewed for compliance with regulatory requirements from Task 3 including CUP compliance and FDEP regulations. The facilities will be reviewed for compliance with FDEP regulations including capacity requirements and backup power.

The impacts of pending or anticipated future regulatory changes will be reviewed and potential approaches to achieving compliance will be identified. If needed, new projects will be identified in response to these changes.

Deliverables **-** Technical Memorandum summarizing findings of Task 5.

Meetings **-** One review meeting for summary Technical Memorandum (up to three (3) JACOBS personnel).

Assumptions **-** A hydraulic conveyance model for the TCR system will not be developed. Site visits will not be conducted.

Task 5.3 – Aquifer Storage and Recovery System

Task 5.3.1 – State of the Aquifer Storage and Recovery (ASR) System

JACOBS will summarize the existing ASR system, permit conditions, any known conditions or issues, and identify needed improvement projects based on capacity and regulations. These will include incorporating and expanding existing information including:

- Operations of the ASR system.
- Flow and water quality data related to regulatory compliance and routine operations of the ASR system.
- Coordination with City's ASR well maintenance contractor.

Task 5.3.2 – Capacity Analysis

JACOBS will review the capacity of the existing ASR system in the context of the projected system demands. JACOBS will identify and characterize risks to the sustainability and resiliency of the system. Water availability and the sustainability of the source will be estimated for the planning period. If needed, JACOBS will identify potential expansion, replacement and/or R&R alternatives for the planning period. JACOBS will develop capital projects to address capital and R&R needs.

Task 5.3.3 – Regulatory Compliance Review

The ASR system will be reviewed for compliance with regulatory requirements from Task 3 including CUP compliance and FDEP regulations. The facilities will be reviewed for compliance with FDEP regulations including capacity requirements and backup power.

The impacts of pending or anticipated future regulatory changes will be reviewed and potential approaches to achieving compliance will be identified. If needed, new projects will be identified in response to these changes.

Deliverables **-** Technical Memorandum summarizing findings of Task 5.

Meetings **-** One review meeting for summary Technical Memorandum (up to three (3) JACOBS personnel).

Assumptions **-** A hydraulic conveyance model for the ASR system will not be developed. Site visits will not be conducted.

Task 6 – Water Treatment Evaluation

Task 6.1 – Evaluation of Groundwater and Surface Water Treatment

JACOBS will review the treatment processes and capacity water treatment system and identify improvements and/or process changes necessary to meet the capacity and water quality goals for the planning period. The residuals handling processes will be included in the treatment process evaluation.

Task 6.1.1 - Evaluation of Potential Operational Enhancement Opportunities

Potential opportunities to improve treatment at Wewahootee and Dyal WTPs will be evaluated under this task. A senior water treatment process engineer will conduct a 2-day visit to the site to inspect facilities and operations, review operating data, identify potential treatment enhancement opportunities and evaluation of the residuals handling process.

Task 6.1.1.1 - Preliminary Data Review

Cocoa will provide raw water quality data for locations throughout the groundwater and surfacewater treatment processes, including lime softening treatment process: lime addition, clarifier performance, chlorine and ammonia addition, pH adjustment, and stability chemical addition. JACOBS will review existing water quality, operational, and design information for:

- Raw water data from individual wells and TCR
- WTP operations to include chemical addition locations and dosing rates
- WTP water quality at outlet of unit processes – Groundwater: Wewahootee WTP, clarification, recarbonation, filtration, clearwell, POE; and Surface Water: Flocculation/Sedimentation, ozonation.
- Past records for jar testing, bench scale, and pilot testing.

Data gaps will be identified and a plan will be prepared to obtain needed data. Where the gaps can be filled by City resources (staff, laboratory), the City will be responsible for obtaining the required data.

Deliverables - Written data request and Technical Memorandum summarizing data analysis.

Meetings - One meeting to review data gathering plan and establish roles and responsibilities (up to three (3) JACOBS personnel). One 2 day site visit by one (1) JACOBS senior process engineer.

Task 6.1.1.2 – Summary of Previously Completed Testing

During the 2018 Capital Plan update, JACOBS conducted a series of tests to identify potential water treatment improvements. Since the completion of the 2018 Capital Plan Update, additional evaluations of treatment processes and planning documents have been developed to aid the City in future planning efforts. JACOBS will summarize previously completed testing procedures and results and provide a review of developed, planned, and implemented solutions as part of these activities. JACOBS will also provide a high-level planning summary of previously completed and ongoing planning efforts as part of this task. The following are the anticipated topics that will be reviewed:

- Management of DBP formation throughout the groundwater treatment process.
- Conversion to sodium hypochlorite and ammonium sulfate.
- Change in groundwater flocculant and settling aid from potato starch to polymer.
- Change from carbon dioxide bubble diffuser to carbonic acid feed system.

- Finished groundwater pH adjustment to mitigate calcium deposition on lime softening filters.
- Optimal corrosion control treatment strategy.
- Groundwater residuals handling processes.
- Groundwater membrane treatment evaluation.
- Optimization of surface water treatment processes including coagulation, ozonation, filtration, disinfection, and finished water alkalinity adjustment.
- Dyal WTP Chloramine decay rates evaluation

Deliverables **-** Technical Memorandum summarizing previous testing, analysis, planning, and implementation of water treatment processes.

Meetings – Two (2) days of on-site services will be provided by a JACOBS senior technologist/operations specialist to review the current facilities and operations.

Task 6.1.1.3 – Review of Residuals Handling Process

The current groundwater and surface water treatment processes produce residual sludge byproducts. Design criteria, historical data, and operations related to handling and disposal of sludge residuals will be evaluated for both the surface water and groundwater treatment processes. The residuals handling equipment for the groundwater treatment process was evaluated in 2019 will be updated.

JACOBS will evaluate the sustainability of the current sludge disposal method including a planning level analysis of the potential operational cost of hauling and disposal of sludge to the landfill. If needed, JACOBS will identify potential expansion, replacement and/or R&R alternatives for the planning period.

Deliverables **-** Technical Memorandum summarizing residual handling for groundwater and surface water treatment processes and sustainability estimates of the existing sludge disposal process.

Meetings – One (1) review meeting will be held and will be attended by up to three (3) JACOBS personnel.

Task 6.2 – Dyal Water Treatment Plant Conceptual Site Planning

An understanding of the overall Dyal WTP site layout, including major existing and future infrastructure, is an important aspect of planning for the installation of individual assets. JACOBS will develop a conceptual site plan for the Dyal WTP identifying the locations and dimensions of key infrastructure, including but not limited to buildings, process equipment, tanks, storage, utilities, and access roads. JACOBS will work with the City to identify parameters for infrastructure planning such as wetlands (including buffers), leased property, easements, underground utilities, access, and anticipated service life of existing infrastructure. Placement of infrastructure will be based on anticipated capital improvements for existing and future conditions.

Deliverables – One (1) Draft Conceptual Site Plan; One (1) Final Conceptual Site Plan

Meetings – One review meeting to review the Draft Conceptual Site Plan

Task 6.3 – Capacity Analysis

JACOBS will evaluate the capacity of the Wewahootee and Dyal WTPs to meet projected demands. JACOBS will identify potential expansion, replacement and/or renewal and replacement (R&R) alternatives for the planning period. JACOBS will document in-progress and planned projects and develop new capital projects to address capital and renewal and replacement (R&R) needs.

Task 6.4 – Regulatory Compliance Review

The water treatment system will be reviewed for compliance with regulatory requirements from Task 3. The system will be reviewed for compliance with FDEP regulations including capacity requirements and backup power. A walk-through Inspection of WTP facilities will be conducted by JACOBS under this task.

The impacts of pending or anticipated future regulatory changes will be reviewed and potential approaches to achieving compliance will be identified.

Deliverables – Draft Technical Memorandum for Task 6 including a summary of previously completed testing, conceptual site planning, capacity analysis, and regulatory review. The technical report will conclude with the discussion of one or more technologies and/or operational adjustments to improve treatment performance and correct deficiencies.

Meetings – One review meeting for summary (up to three (3) JACOBS personnel).

Task 7 – Water Storage, Pumping, and Transmission/Distribution System Evaluation

The water distribution system evaluation began in FY16 with of data collection, geocoding of data, and a preliminary review of GIS database connectivity and topology. The 2018 Capital Plan Update included an update and validation of the hydraulic model, system performance evaluations, operational and control optimization studies, and a summary of pumping, storage, and distribution improvement projects. This task will utilize the most recent version of the City's distribution network GIS database to update and calibrate the hydraulic model, evaluate system performance, and develop an updated database of distribution improvement projects.

Task 7.1 – Grid Main Hydraulic Model Update, Verification, and Calibration

The grid main hydraulic model update and calibration task consists of four activities: geospatial network construction, demand allocation, field verification of SCADA output, and model calibration. Each of these activities and the associated workshop and Technical Memorandums are discussed below.

Task 7.1.1 – Evaluate and Updated Geospatial Network

The following tasks will be implemented to update existing geospatial network for the hydraulic model:

- Importing the latest GIS database and modifying/updating the features.
- Analyzing the imported GIS network for connectivity between pipelines and resolving anomalies.
- Updating system facilities, including pumps and tanks, with collected data.

Task 7.1.2 –Demand Allocation

The following demand allocation tasks will be conducted:

- The 2022 total annual average consumption provided by the billing department will be compared to the total annual production of the Dyal WTP. A correction factor will be applied to the billing data to create a total demand equal to the water produced at the Dyal WTP.
- The list of top users as determined during the development of the 2018 hydraulic model. The results of this comparison will be discussed with the City through a conference call. City recommended modifications to the billing data will be reflected in the updated demand data.
- The adjusted demands will be geocoded and allocated to the nearest pipe. The difference between water produced and water billed will be calculated and the difference will be applied to the water demands input to the model. The total of the demands and the water loss will equal the water produced at the Dyal WTP.
- Growth projections will be incorporated into the model as distinct demand sets at the following years: 2025, 2030, 2035, 2040, and 2045.

Task 7.1.3 – Field Verification of SCADA Output

The information provided by the current SCADA system for hydraulic model calibration includes: flow, pressure, chemical usage, and tank levels measurement as well as some water quality parameters. This task includes field calibration and verification of SCADA output for the equipment/instrumentation listed below. JACOBS staff will assist City staff with these activities which are anticipated to last three days.

- Pump curves
  - Dyal high service pumps
  - Viera booster pumps
  - Banana River booster pumps
  - Industrial Park pumps
- Master flow meters
  - Dyal finished water flow meter
  - Viera flow meter
  - Banana River flow meter
- Storage tank levels
  - Dyal ground storage tanks (2)
  - Elevated tank
  - Viera ground storage tank
  - Banana River storage tanks (2)
- Chemical tank levels
  - Viera hypochlorite tank
  - Banana River hypochlorite tank
- Chemical pumps
  - Viera chlorine pump
  - Banana River chlorine pump

Task 7.1.4 – Model Review, Verification, and Calibration Workshop

JACOBS will develop a preliminary hydraulic model using a combination of information obtained from previous modeling efforts, SCADA data, billing records, and the City's updated GIS database as discussed above. A model verification analysis will be completed for the existing model while calibration efforts will be conducted in areas with new distribution systems since the model was last updated in 2018. The model results and potential discrepancies in model verification and calibration will be reviewed and discussed with City Staff in a Model Review, Verification, and Calibration Workshop. The goal of this workshop will be to address discrepancies in the model such as system connectivity, missing data, and/or unexpected system pressure results. This workshop will conclude with a list of field investigations to be performed by the City. Examples of the field investigations are as follows:

- Fire flow testing
- Investigation of valves suspected of being in closed position
- Temporary installation of pressure loggers
- Verification of pipe diameter/material

JACOBS will provide a field test plan and on-site support of field investigations. The test plan will include a brief summary of field test activities, detailed GIS location maps, City staffing needs, and a preliminary schedule. A summary of the results of the field testing will be included in the Model Calibration Report.

Task 7.1.5 – Model Calibration Report

Once the results of the field investigations have been incorporated into the hydraulic model, JACOBS will summarize the field testing and model calibration results in a draft Technical Memorandum for the City's review. Review comments received from the City within a two (2) week period after the draft document is submitted will be incorporated into the final version of the Technical Memorandum.

Deliverables – Field Test Plan. Model calibration Technical Memorandum.

Meetings - Model Review and Calibration Workshop attended by up to four (4) JACOBS personnel.

Assumptions -

- JACOBS will provide two (2) staff to assist City staff in verifying and calibrating instrumentation at the Dyal WTP and the booster pump stations.
- JACOBS will provide SCADA programming support in modifying asset ranges within the City's existing SCADA system. Any additional instrumentation calibration, i.e. process control instrumentation and chemical analyzers, will require a modification to this Task Order.
- The City will provide personnel and equipment to install pressure recorders on select hydrants and will remove equipment after the testing is completed as needed for model calibration. A maximum of twelve (12) sites are anticipated for pressure recording for a minimum duration of seven (7) days of data.
- JACOBS will assist City staff with field activities required to address model discrepancies. The actions may include investigating and fixing a closed or partially closed valve, verification of pipe networks, verification of pipe diameter/material, etc. These field activities are expected to last a maximum of three (3) days.
- JACOBS will complete a model verification analysis utilizing new data within the existing model. If the hydraulic model is determined to be out of calibration within the existing model domain, an amendment to this scope of work will be developed to complete model calibration.
- JACOBS will complete model calibration for new portions of the distribution system that are added to the hydraulic model as part of this scope of work. Calibration efforts will be limited to one update of the model based on field activities designed to address model calibration. Should additional calibration efforts be necessary, an amendment to this scope of work will be developed to complete model calibration.

Task 7.2 – Distribution System Performance Review

The calibrated hydraulic model will be utilized to evaluate the performance of the distribution system as it relates to both system capacity and water quality. This task will begin with a Performance Criteria Workshop to review and update the system performance and water quality criteria. The updated criteria will be incorporated into the evaluations and summarized in the Technical Memorandums discussed below.

Task 7.2.1 – System Capacity Evaluation

JACOBS will perform a capacity study of the City's distribution system using the calibrated hydraulic model. The study will evaluate service pressures, hydraulic gradients, and other characteristics to determine whether hydraulic performance is within ranges defined during the Performance Criteria Workshop under both current and future demand conditions at the following years: 2025, 2030, 2035, 2040, and 2045.

JACOBS will perform hydraulic analyses for the current year and the 2045 time horizon for both maximum day flow with fire flow and peak hour flow. The criteria updated in the Performance Criteria Workshop will be used to serve as a guide for evaluating system deficiencies, identifying issues or concerns relative to the criteria, and for capital improvement planning. System capacity improvement projects and recommendations will be based on the 2045 demand conditions.

Hydraulic performance issues will be evaluated and potential solutions provided to the City in a System Performance Review Workshop and summarized in a draft Technical Memorandum. It is anticipated that the workshops and reports for the system capacity study (Task 7.2.1) and water quality evaluation (Task 7.2.2) will be combined.

7.2.2 - Water Quality Evaluation

One water quality simulation of the updated hydraulic model will be performed based on the current chlorine decay rates. The results will be compared with system water quality sampling results for model validation. Depending on the results of this comparison, adjustment to the water quality parameters and bench-top testing of chlorine decay rates may be needed to refine the model accuracy.

JACOBS will perform one water quality modeling scenario as described above and provide the analyses as follows:

- Identify areas in the system model predicting low chlorine residual and/or excessive water age
- Identify sites for additional monitoring for chlorine residual
- Estimate target values for chloramine dosages at the Dyal WTP and storage/re-pumping facilities

JACOBS will review the results of the water quality modeling to develop capital and operational alternatives to improve water quality such as main looping of the system, turnover in water storage tanks, replacing older water mains, or developing interconnections with other municipalities. Water quality analysis and potential improvements will be provided to the City in a System Performance Review Workshop and draft summary Technical Memorandum. It is anticipated that the workshops and reports for the system capacity study (Task 7.2.1) and water quality evaluation (Task 7.2.2) will be combined.

A final Distribution System Performance Summary Technical Memorandum will be provided within two (2) weeks of receiving City comments on the draft Technical Memorandum and will include City comments from the System Performance Review Workshop.

Deliverables – Distribution System Performance Summary Technical Memorandum

Meetings – Performance Criteria Workshop, System Performance Review Workshop (each attended by up to 4 JACOBS personnel).

Task 7.3 – Summary of Distribution Projects

JACOBS will assist the City with compiling pipeline condition assessment data accumulated over the past 10 years. This data will include water quality complaints, main break and service calls, pipe condition assessment data, and leak detection survey results. Where applicable, this data will be geocoded and assigned to specific service areas (such as subdivisions and commercial developments) in order to determine the areas of the distribution system at risk. With the City's assistance, JACOBS will review the weighted scoring system developed under the 2018 Capital Plan Update to prioritize at risk portions of the distribution system.

JACOBS will review the projects recommended in Tasks 7.1, 7.2, and 7.3 and combine them with the distribution risk areas to create a preliminary list of distribution improvement projects recommended for the FY25-FY45 CIP. A list of potential distribution improvements projects will be summarized in a draft Technical Memorandum. A Distribution Projects Summary Workshop will be held with City Staff to review the draft Technical Memorandum and solicit feedback from City Staff. The Workshop will result in a list of up to ten distribution improvement projects requiring further field investigations. JACOBS will then accompany City Staff in visiting the project sites to review the recommended improvements, evaluate potential pipe routes, and note any possible project challenges. These site visits are anticipated to last three (3) days. A final Summary of Recommended Distribution Improvements Technical Memorandum will be provided within two weeks of receiving City comments on the draft Technical Memorandum and will include City comments from the Distribution Projects Summary Workshop and subsequent project site visits.

Deliverables – Summary of Recommended Distribution Improvements Technical Memorandum

Meetings – Distribution Projects Summary Workshop attended by up to four (4) JACOBS personnel.

Assumptions - JACOBS will provide one staff member to accompany City Staff on project site visits. These field activities are expected to last a maximum of three (3) days.

Task 8 – Capital Plan Development

As the final task under this project, JACOBS will update the Capital Plan to document the results of the project and identify the roadmap of planned capital/R&R improvements.

Task 8.1 – Capital Planning

Capital improvement projects will be developed to address needed improvements to reduce risk of asset failure, increase capacity, accommodate future demands, improve water quality and pressure, and meet anticipated regulatory requirements. The candidate capital and operational projects will be identified as part of this scope of work and a list of prioritized projects will be developed.

Task 8.1.1 – Review and Update Performance Criteria and Weighting

In this task, JACOBS will work with the City's utility staff to review the existing performance criteria and their associated weighting to determine if they need to be modified or updated. JACOBS will review the prioritization framework and ensure that it reflects the values of the City and the water utility. JACOBS will facilitate one (1) 3-hour meeting to review the performance criteria and weighting.

Once the performance rescoring and weighing is finalized, JACOBS and City staff will facilitate one (1) 6-hour workshop to score, and rescore, the recommended projects.

Deliverable **-** Updated performance criteria categories and associated criteria weighting and prioritization scores of recommended projects.

Meetings – Performance criteria review meeting. Meeting to score new projects and rescore existing projects, if needed. Attended by up to six (6) JACOBS personnel.

Task 8.2 – Capital Plan Report

JACOBS will prepare the Capital Plan to document the complete findings, results, and recommendations of the project scope as contained herein. The plan will contain an executive summary section in the final report. A list of projects by fiscal year will be developed. The estimated available annual funds will be based on information from the City of Cocoa.

Capital cost estimates will be prepared at a Class 4 level based on the Association for the Advancement of Cost Engineering, which applies a potential range of -30 percent to +50 percent to the estimate.

Deliverables – A final draft report containing the entire scope of this task order will be delivered to the City for review. The draft report will be delivered electronically and five (5) printed copies. After resolution of review comments, an electronic copy and five (5) printed copies of the final report will be delivered.

Meetings – Two (2) review meetings will be held; one for Water Field Operations Division comments and one for Treatment and Supply Division comments. Each meeting will be attended by up to three (3) JACOBS personnel.

Assumptions – Customer service rate or funding analysis will not be conducted under this scope. The funding analysis will be conducted during the FY25 CIP Validation project after completion of this *Capital Plan Update*.

Task 8.3 – Water Supply Facilities Work Plan

JACOBS will prepare the City of Cocoa 2025 Water Supply Facilities Work Plan in accordance with the requirements of Florida Statute 163.3177 and the Capital Plan Report developed as part of Task 8.2. The 2025 Water Supply Facilities Work Plan will include water supply facilities information, demand analysis and projections, facility analysis for a 10-year schedule of capital improvements, and comprehensive plan elements for capital improvements and intergovernmental coordination.

- Water Supply Facilities Information – This section will include a summary of geographic service areas, water sources, treatment facilities, major distribution facilities, storage facilities, and permit conditions.
- Supply and Demand Analysis Projections – This section will include a summary of population, customer accounts, per Capita flow, projected wholesale water, water conservation, and water supply strategies.

- Facility Analysis – This section will include a ten-year work plan and schedule of capital improvements.
- Comprehensive Plan Elements – This section will include a summary of capital improvements, intergovernmental coordination, and level of service standards.

Deliverables – A final draft report containing the Water Supply Facilities Work Plan will be delivered to the City for review. The draft report will be delivered electronically. After resolution of review comments, an electronic copy of the final report will be delivered.

Meetings – One (1) review meeting will be held and will be attended by up to three (3) JACOBS personnel.

Assumptions – Customer service rate or funding analysis will not be conducted under this scope. Information necessary to address the reclaimed water system will be provided by the City.

Schedule

This Task Order will be completed over a 15-month period from the date of receipt of Notice to Proceed as shown on Attachment A - Schedule.

The schedule assumes that the City will complete its review of draft deliverables within 2 weeks of receipt from JACOBS. The start of most scope activities is dependent on the resolution and acceptance of the predecessor activity by the City.

Compensation

The total compensation for this Task Order is shown in the following table.

Task	Task Title	Labor Hours	Budget
1	Project Approach & Information Needs Review	200	$37,612
2	Water Demand Projections	404	$69,364
3	Planning Criteria Development	176	$28,968
4	Risk and Resilience Assessment Update – Prioritization of Assets	388	$67,748
5	Water Supply Evaluation	634	$111,690
6	Water Treatment Evaluation	980	$177,856
7	Water Storage, Pumping, and Transmission/Distribution System Evaluation	1,158	$205,781
8	Capital Plan Development	1,178	$205,178
Total		5,118	$904,197

The levels of effort for tasks are estimates based on the best information available at the time of task order development. Compensation for the services authorized under this task order will be provided using the time and materials basis method, with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized in the table above. Should scope adjustments be requested during performance of the work, an amendment shall be negotiated and processed by the City. Consultant's rates are shown in Attachment B. The Level of Effort is shown in Attachment C.

Attachments

A - Schedule

B – JACOBS per Diem Schedule

C – Level of Effort

Acceptance

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

Approved for City of Cocoa	Accepted for Jacobs Engineering Group Inc.
By _____	By 
Title _____	Title ___Vice President_____
Date _____	Date ___01/10/2024_____

Attachment A - Schedule	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15
Task 1 – Project Approach & Information Needs Review															
Kickoff Meeting	M														
Data Collection		D													
Task 2 –Water Demand Projections															
Meetings with City Planning, County Planning, Port Canaveral, and Cape Canaveral			M M	M M											
Technical Memorandum						D	M F								
Task 3 – Planning Criteria Development															
Review Meeting							WK	M							
Technical Memorandum							D	F							
Task 4 – Risk and Resilience Assessment Update - Prioritization of Assets															
Task 4.1 – Update of Risk and Resilience Assessment				WK	M WK	M M									
Task 4.2 – Ciritical Facilities/Assets Site Visits					M	M									
Task 4.3 – RRA Results Review and Update Risk Reduction Options								D F							
Task 5 – Supply System															
Task 5.1 – Groundwater - System, Raw Water Transmission Model, Capacity, Regulatory							M		M D	M F					
Task 5.2 – Surface Water - Supply, Capacity, Regulatory									D	M F					
Task 5.3 – ASR System - Supply, Capacity, Regulatory									D	M F					
Task 6 – Water Treatment Evaluation															
Task 6.1 – Evaluation of Groundwater and Surface Water Treatment							M	M							
Task 6.2 - Dyal Water Treatment Plant Conceptual Site Planning									M						
Task 6.3 – Capacity Analysis															
Task 6.4 – Regulatory Compliance Review										D	M F				
Task 7 – Water Storage, Pumping, and Transmission/Distribution System Evaluation															
Task 7.1 – Grid Main Hydraulic Model Update, Verification, and Calibration									WK	D					
Task 7.2 – Distribution System Performance - Capacity, Water Quality											WK	D			
Task 7.3 – Summary of Distribution Projects												M	F		
Task 8 – Capital Plan Development															
Task 8.1 – Capital Planning, Scoring											M	M			
Task 8.2 – Capital Plan Report												D	D	M	F
Task 8.3 – Water Supply Facilities Work Plan													D	M	F

D Draft Document Submitted
F Final Document Submitted
M Meeting
WK Workshop

Attachment B
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

Attachment C - Level of Effort

		TASK										
		Project Approach & Information Needs Review	Water Demand Projections	Planning Criteria Development	Risk and Resilience Assessment - Prioritization of Assets	Supply System	Water Treatment Evaluation	Water Storage , Pumping, and Transmission/Distribution System	Capital Plan Development			
		1	2	3	4	5	6	7	8	Total		
Team Member	**Per Diem Schedule Description**	**Hours**								**Hours**	**Rate**	**Amount**
Project Manager	Senior Professional Engineer/Scientist/Consultant	16	80	20	20	36	76	60	184	492	$218.00	$107,256
Senior SCADA Engineer	Senior Reviewer/Consultant						24		8	32	$235.00	$7,520
Senior Electrical Engineer	Mid- Level Professional Engineer/Scientist/Consultant					6	40		8	54	$199.00	$10,746
Senior Process Engineer/Senior Modeler	Senior Reviewer/Consultant	8	8	8	20	24	166		64	298	$235.00	$70,030
Senior Modeler	Mid- Level Professional Engineer/Scientist/Consultant	8	8			60		100	16	192	$199.00	$38,208
Senior Water Resources Specialist	Senior Reviewer/Consultant		8	8		44			8	68	$235.00	$15,980
Senior Asset Management/Engineer	Senior Reviewer/Consultant			0	40				20	60	$235.00	$14,100
Senior Tramsmission Specialist/Consultant	Senior Reviewer/Consultant					20		60	8	88	$235.00	$20,680
Senior Engineer - CIP manager	Senior Project Manager	16	16	16	16	16	16	8	50	154	$235.00	$36,190
Senior Transmission Engineer	Senior Professional Engineer/Scientist/Consultant	8	80	8		40		265	84	485	$218.00	$105,730
Transmission Engineer/Modeler	Junior Professional Engineeer/Scientist/Consultant					120		240		360	$142.00	$51,120
Process Specialist	Professional Engineer/Scientist/Consultant/Project Manager	8		8	40	56	350	16	64	542	$169.00	$91,598
Cost Estimator	Professional Engineer/Scientist/Consultant/Project Manager						16		100	116	$169.00	$19,604
Transmission Engineer	Project Engineer/Scientist/Consultant	16	120	36	80	60	80	80	380	852	$120.00	$102,240
Senior Publication Editor	Construction Manager/Senior Technician		16	16	16	16	16	16	16	112	$142.00	$15,904
Publication Editor	Construction Inspector/Technician		16	16	16	16	16	16	16	112	$110.00	$12,320
Graphics Technicial	Senior Construction Inspector		12	4		24	40	40	16	136	$120.00	$16,320
GIS Technician	Mid- Level Professional Engineer/Scientist/Consultant				80	48	68	105	40	341	$199.00	$67,859
SCADA Specialist	Professional Engineer/Scientist/Consultant/Project Manager				24		20	80		124	$169.00	$20,956
Data Analyst	Mid- Level Professional Engineer/Scientist/Consultant	84							40	124	$199.00	$24,676
Quality Control Reviewer	Senior Reviewer/Consultant	8	8	8	8	16	16	16	16	96	$235.00	$22,560
Admnistrative Assistant; Document Processor	Office	28	32	28	28	32	36	56	40	280	$85.00	$23,800
	Hour Subtotals:	**200**	**404**	**176**	**388**	**634**	**980**	**1,158**	**1,178**	**5,118**		
	Labor Subtotals:	**$36,712.00**	**$68,464.00**	**$28,068.00**	**$66,848.00**	**$110,790.00**	**$176,956.00**	**$204,881.00**	**$202,678.00**			**$895,397.00**
	Miscellaneous Expenses (repro, shipping, etc.):	**$900.00**	**$900.00**	**$900.00**	**$900.00**	**$900.00**	**$900.00**	**$900.00**	**$2,500.00**			**$8,800.00**
	Task Total:	**$37,612.00**	**$69,364.00**	**$28,968.00**	**$67,748.00**	**$111,690.00**	**$177,856.00**	**$205,781.00**	**$205,178.00**			**$904,197.00**

Legislation Details (With Text)

File #:	23-783	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	1/23/2024			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	To Approve Task Order 2024-40 with Jacobs Engineering Group Inc. (Jacobs) for the Cocoa Lead and Copper Rule Revisions Compliance Phase 3B Support Services, To Approve as a Multi-Year Contract from FY2024 through FY2025. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02_05_2020 Agreement for Continuing Engineering Services for Water System.pdf 12_13_2022_ 1st Amendment to Continuing Services Agmt.pdf TRACKSHEET.pdf COI Jacobs EXP 07.01.24.pdf Task Order 2024-40 Cocoa Program Lead_Copper Phase 3B Support.pdf TO-JACOBS 2024-40 $299,199.00 - UT-ENGIN.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 11, 2023
Agenda Date: January 23, 2024
Prepared By: Katherine Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2024-40 with Jacobs Engineering Group Inc. (Jacobs) for the Cocoa Lead and Copper Rule Revisions Compliance Phase 3B Support Services, To Approve as a Multi-Year Contract from FY2024 through FY2025

BACKGROUND:

In December of 2020 the EPA finalized their revisions to the Lead and Copper Rule which is a National Primary Drinking Water Standard codified in 40 CFR 141, Subpart I. The effective date of the rule was December 17, 2021. The revisions included many changes to the rule including a lead service line inventory, review of historical installation and construction records related to service lines, lead service line replacements plan, sampling plan, new sampling tiers, addition of a trigger level, and requirements for monitoring of schools and licensed child care facilities. The required compliance date for these revisions is October 16, 2024.

The City with assistance from Jacobs divided the compliance tasks up into three phases; Phase 1 - Historical Data Collection, Phase 2 - Service Line Inventory Development, Phase 3A - Replacement

Plan Development, and Phase 3B - Sampling Plan and Communication Plan Development, Service Line Inventory Publication, and submittal of required documents to FDEP. Phases 1, 2, and 3A have been completed. Task Order 2024-40 includes assistance from Jacobs to complete Phase 3B of this work.

Staff recommends approval of Task Order 2024-40 with Jacobs to meet the compliance requirements of the Lead and Copper Rule Revisions.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A

Amount Requested	$299,199.00
Account Number	421-4055-536.31-03
Account Name	Engineering Services

Source of Funds: Operating Funds

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

To Approve Task Order 2024-40 with Jacobs Engineering Group Inc. (Jacobs) for the Cocoa Lead and Copper Rule Revisions Compliance Phase 3B Support Services, To Approve as a Multi-Year Contract from FY2024 through FY2025

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Continuing Service Agreement Track Sheet

RFQ-20-03-COC

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Service Description: Engineering Services for Water System

Department: Utilities

Task Orders Issued: 73

Start Date: 2/5/2020

End Date: 2/4/2025

Extensions 1

Total Task Orders:	$9,262,188.92
Paid:	$5,702,211.17
Encumbered:	$3,241,959.24

Contract #	RFQ-20-03-COC	Vendor	Jacobs Engineering	Expires	2/4/2025	$9,262,188.92	$5,702,211.17	$3,241,959.24
Task Order	**Task Details**			**Approved**	**Status**	**Task Order Amt.**	**Paid**	**Encumbered**
2020-01	Cocoa Program Management Services for FY2020 for Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76256-40438; Notes: Liquidated $22,949.04, Amount Paid $173,387.96, PO # [DK-			2/13/2020	Completed	$339,431.00	$173,387.96	$0.00
2020-01.1	Reduction in time required for Task due to COVID-19 delays; Requested by Shawny Weston; Project # WS13BC; PO/RQ#: 76256-40438;			9/3/2020	Completed	($143,094.00)	$0.00	$0.00
2020-01.1 L	Liquidated; Requested by Shawny Weston				Completed	($22,949.04)	$0.00	$0.00
2020-02	FY2020 Cross Connection Control Program Assistance; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Task Order Approved amount is $124,902 but PO was only issued for $93,677.00 [DK-03/22/22]			2/13/2020	Completed	$93,677.00	$45,479.50	$0.00
2020-02.1	Reduction in time required to assist WFO with activities for Task 1, 2, 3 & 4; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Liquidated Amount $28,197.50 [DK-03/22/22]			5/26/2020	Completed	($20,000.00)	$0.00	$0.00
2020-02.1 L	Liquidated; Requested by Melinda Keesee				Completed	($28,197.50)	$0.00	$0.00

2020-03	FY2020 Program Management Services for Cocoa Utilities Bond Funded CIP Projects; Requested by Katherine Ennis; Project # WS19BO; PO/RQ#: 76255-40441; Notes: Liquidated Balance of $287,624.50 [DK-03/22/22] Original	2/13/2020	Completed	$325,016.00	$37,391.50	$0.00
2020-03 LI	Liquidated; Requested by Katherine Ennis		Completed	($287,624.50)	$0.00	$0.00
2020-04	FY2020 City of Cocoa Plan Review, Permitting Assistance & Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76254-40442; Notes: Liquidated Balance of $33,495.50 [DK-03/22/22]Original Task	2/26/2020	Completed	$178,052.00	$144,556.50	$0.00
2020-04 LI	Liquidated; Requested by Katherine Ennis		Completed	($33,495.50)	$0.00	$0.00
2020-05	FY2020 Water Field Operations (WFO) Support; Requested by Katherine Ennis; PO/RQ#: 76376-40594; Notes: Liquidated balance of $59,634.50 per Melinda [DK-03/22/22]	2/26/2020	Completed	$160,492.00	$70,857.50	$0.00
2020-05.1	Reduction in Time required for Task # 1; Requested by Melinda Keesee; Project # WS136BC; PO/RQ#: 76376-40594;	5/26/2020	Completed	($30,000.00)	$0.00	$0.00
2020-05.1 L	Liquidated; Requested by Melinda Keesee		Completed	($59,634.50)	$0.00	$0.00
2020-06	FY2020 Water System Program Management Services - Dyal Plant Support; Requested by Shawny Weston; PO/RQ#: 76412-40440; Notes: PO Balance Liquidated $23,711.75 per Shawny 12/07/20, [DK-03/22/22] Original Task Order Amount $168,322.00	2/26/2020	Completed	$168,322.00	$144,610.25	$0.00
2020-06 LI	Liquidated; Requested by Shawny Weston		Completed	($23,711.75)	$0.00	$0.00
2020-07	America's Water Infrastructure (AWIA Section 2013 Compliance Support; Requested by Katherine Ennis; PO/RQ#: 76253-40443; Notes: PO Balance Liquidated $48,379.68 [DK-03/22/22] Original Task Order Amount $188,914.00	2/26/2020	Completed	$188,914.00	$140,534.32	$0.00

2020-07 LI	Liquidated; Requested by Katherine Ennis		Completed	($48,379.68)	$0.00	$0.00
2020-08	Requested TO but never issued (Patrick AFB & Cape Canaveral AFS Water Utility Privatization); Requested by Jack Walsh Notes: Never Issued "$976,932.00"		Cancelled	$0.00	$0.00	$0.00
2020-09	Corrosion Control Study; Requested by Peter Davis; Project # WS19CF; PO/RQ#: 76439-40701; Notes: PO Balance Liquidated $13,366.46 [DK-03/22/22] Original Task Order Amount $111,058.00	4/8/2020	Completed	$111,058.00	$97,691.54	$0.00
2020-09 LI	Liquidated; Requested by Peter Davis		Completed	($13,366.46)	$0.00	$0.00
2020-10	Assistance & Support for SCADA; Requested by Shawny Weston; PO/RQ#: 76569-40860; Notes: PO Balance Liquidated $65,010.48 per Shawny [Dk-03/22/22] Original Task Order Amount $175,000.00	1/22/2020	Completed	$175,000.00	$109,989.52	$0.00
2020-10 LI	Liquidated; Requested by Shawny Weston		Completed	($65,010.48)	$0.00	$0.00
2020-11	Develop a Standard Operating Procedures (SOP) manual describing the operation of the Dyal WTP facilities and systems.; Requested by Shawny Weston; Project # WS20DM; PO/RQ#: 76986-41449;	8/26/2020	Completed	$143,094.00	$142,048.00	$0.00
2020-11 LI	Liquidated; Requested by Shawny Weston		Completed	($1,046.00)	$0.00	$0.00
2020-12	Update of Fixed Assets and Systems Data; Requested by Jack Walsh; Project # WS21FA; PO/RQ#: 76942-41400; Notes: PO Balance Liquidated $27,419.00 [DK-3/22/22]Original Task Order Amount $58,321.00	8/26/2020	Completed	$58,321.00	$30,902.00	$0.00
2020-12 LI	Liquidated; Requested by Jack Walsh		Completed	($27,419.00)	$0.00	$0.00

2021-13	FY21 Engineering Services for Water System Program Management Services - Water Supply; Requested by Shawny Weston; PO/RQ#: 77434-41950;	10/27/2020	Completed	$374,708.00	$423,969.15	$0.00
2021-13.1	Support Services for upgrades to SCADA servers; Requested by Sean McFarland; PO/RQ#: 77434-41950; Notes: City Manager signed proposal on 07/15/21. [DK-03/23/22]	7/13/2015	Completed	$65,000.00	$0.00	$0.00
2021-13.1 L	Liquidated; Requested by Sean McFarland		Completed	($15,738.85)	$0.00	$0.00
2021-14	FY21 Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77279-41814; Notes: Liquidated $12.50 per ICORF dated 09/12/22. See requ folder	9/23/2020	Completed	$178,052.00	$178,039.50	$0.00
2021-14 LI	Liquidated; Requested by Katherine Ennis		Completed	($12.50)	$0.00	$0.00
2021-15	FY21 Engineering Services for the Water System Program Mnagement Services for Cocoa Utilities Operating Revenuw Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77309-41885;	9/23/2015	Completed	$453,926.00	$413,870.54	$0.00
2021-15 LI	Liquidated; Requested by Katherine Ennis		Completed	($40,055.46)	$0.00	$0.00
2021-16	FY21 WFO Cross Connection Control (CCC) Support; Requested by Melinda Keesee; PO/RQ#: 77426-41873; Notes: PO Balance Liquidated $56,667.27 [DK-03/22/22]Original Task Order Amount $224,883.00	10/13/2020	Completed	$224,883.00	$168,215.73	$0.00
2021-16 LI	Liquidated; Requested by Melinda Keesee		Completed	($56,667.27)	$0.00	$0.00
2022-17	Program Management & SCADA Services; Requested by Shawny Weston; PO/RQ#: 78697-43602;	9/28/2021	Completed	$374,956.00	$374,952.50	$0.00

2022-17.1	Project Management & SCADA; Requested by Sean McFarland; PO/RQ#: 79774-44900; Notes: Emailed TO to Brian on 06/01/2022 for review and approval. Also asked him to save a copy of the proposal into the Task Order	7/12/2022	Completed	$115,164.00	$0.00	$0.00
2022-17.1 L	Liquidated; Requested by Sean McFarland		Completed	($7,110.02)	$0.00	$0.00
2022-18	FY22 WFO Division Cross Connection Control Support; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 79012-43961; Notes: 03/01/2023 per email from Melinda K. the remaining balance on this PO $19,302.50 is to be liquidated. Original Task Order Amount	9/14/2021	Completed	$224,850.00	$205,547.50	$0.00
2022-18 LI	Liquidated; Requested by Melinda Keesee		Completed	($19,302.50)	$0.00	$0.00
2022-19	FY22 Cocoa Program Plan Review, Permitting Assistance & Utility Support; Requested by Jack Walsh; Project # WS1221; PO/RQ#: 78728-43623; Notes: Liquidated $38,745.00 [DK-10/27/2022]Original Task Order	9/14/2021	Completed	$249,280.00	$210,535.00	$0.00
2022-19 LI	Liquidated; Requested by Jack Walsh		Completed	($38,745.00)	$0.00	$0.00
2022-20	FY22 Engineering Services for the Water System - Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 78704-43625;	9/14/2021	Completed	$597,069.00	$395,828.36	$0.00
2022-20 LI	Liquidated; Requested by Katherine Ennis		Completed	($201,240.64)	$0.00	$0.00
2022-21	Viera Booster Station Chloramination Improvements - Permitting & Design; Requested by Shawny Weston; Project # WS21VP; PO/RQ#: 78688-43590; Notes: Liquidated $2,016.50 [DK-10/27/22] Original Task Order	9/28/2021	Completed	$84,494.00	$82,477.50	$0.00
2022-21 LI	Liquidated; Requested by Shawny Weston		Completed	($2,016.50)	$0.00	$0.00

2022-22	FY22 Engineering Services for the Water System - Sea Ray Drive 36" Water Main Sykes Creek Crossing; Requested by Katherine Ennis; Project # WS21SC; PO/RQ#: 78709-43634;	9/28/2021	Active	$305,867.00	$259,381.06	$46,485.94
2022-23	Elevated Tank Rehabilitation - Design and Bidding Services; Requested by Peter Davis; Project # DYET22; PO/RQ#: 79792-44745; Notes: Task Order # 2022-23 provided to Peter on 04/01/2022 [DK-04/01/22] Estimated Proposal 35,056.00	5/5/2022	Active	$35,056.00	$28,545.50	$6,510.50
2022-24	36" Wm Relocation Seay Ray Drive Bridge (Sykes Creek); Project # WS21SC Notes: Emailed Task Order # to John Perrin [DK-06/06/2022] Per John this will need to be a FY23 Task Order. New Task Order #		Cancelled	$0.00	$0.00	$0.00
2022-25	Viera Pump Station Chlorination Improvements; Requested by David Veloza; Project # WS21VP; PO/RQ#: 80175-45458; Notes: Task Order # 2022-25 emailed to David Veloza [DK-06/29/2022]	9/13/2022	Active	$93,880.00	$25,138.50	$68,741.50
2023-26	FY23 City of Cocoa Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 80172-45444; Notes: Emailed TO # 2023-26 to Katie [DK-07/11/2022]	9/13/2022	Completed	$249,538.00	$258,075.50	$0.00
2023-26 LI	Liquidated Balance		Completed	($1,512.50)	$0.00	$0.00
2023-26.1	FY2024 Plan Review, Permitting Assistance and Utility Support; Requested by Kimberley Ross; PO/RQ#: 80172-45444; Notes: Emailed Task Order to Brian for approval 8.16.23 (cs) Emailed Task Order back to Requestor [DK-08/22/2023]	9/12/2023	Completed	$10,050.00	$8,537.50	$0.00
2023-27	FY23 Engineering Services for the Water System; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 80171-45443; Notes: Emailed Task Order # 2023-27 to Katie [DK-07/19/22] Emailed TO to Brian [DK-08/03/22]	9/13/2022	Active	$692,563.00	$591,710.25	$100,852.75
2023-28	FY23 Engineering Services for the Water System; Requested by Sean McFarland; PO/RQ#: 80061-45338; Notes: Task Order # 2023-28 provided to Sean via phone call. [DK-08/02/22]	9/13/2022	Completed	$399,726.00	$480,426.02	$0.00
2023-28 LI	Liquidate Balance		Completed	($4,820.43)	$0.00	$0.00

2023-28.1	Project Management Serices; Requested by Sean McFarland; PO/RQ#: 80061-1-45338; Notes: TO Amendment emailed to Brian [DK-05/25/2023] To Amendment emailed back to Requestor to get Council Approval	7/11/2023	Completed	$85,520.00	$80,700.02	$0.00
2023-29	Sea Ray Drive_Sykes Creek WM Crossing SDC; Requested by John Perrin; Project # WS21SC; PO/RQ#: 80515-45829; Notes: Emailed Task Order # 2023-29 to John Perrin [DK-08/03/2022] Emailed Task Order #2023-29 to Brian [CS-11/23/22]	12/13/2022	Active	$124,519.00	$26,304.00	$98,215.00
2023-30	FY23 WFO & Cross Connection Control (CCC) Support; Requested by Melinda Keesee; PO/RQ#: 80496-45805; Notes: emailed Task Order # 2023-30 to Melinda [DK-08/16/2022] emailed Task Order to Brian for approbval [DK-08/19/2022]	9/13/2022	Completed	$224,554.00	$169,426.00	$0.00
2023-30 LI	Liquidated Balance		Completed	($55,118.00)	$0.00	$0.00
2023-30.0	PO was issued for $10.00 less; Requested by Melinda Keesee		Completed	($10.00)	$0.00	$0.00
2023-30.1	FY23 WFO & Cross Connection Control (CCC) Support Adjustment; Requested by Melinda Keesee Notes: 11/14/2022 emailed Task Order Amendment to Brian [DK-11/14/2022]		Cancelled	$0.00	$0.00	$0.00
2023-31	Dyal Install New Well 17; Requested by David Veloza; Project # WS20DW; PO/RQ#: 81190-46703; Notes: Task Order # emailed to David [DK-05/18/2023] Emailed Task Order to Lora for Approval. [DK-06/26/2023]	7/11/2023	Active	$227,902.00	$58,248.50	$169,653.50
2023-32	Dyal WTP SCADA HMI Server; Requested by Katrina Combs; Project # WS18SC; PO/RQ#: 81218-46742; Notes: Emailed Task Order # 2023-32 to Katrina [DK-07/05/2023] Emailed Task Order to Brian for Approval [DK-07/07/2023]	7/25/2023	Active	$367,952.00	$19,407.60	$348,544.40
2023-33	Carbon Dioxide System Replacement; Requested by Katrina Combs; Project # WS23BR; PO/RQ#: 81348-46936; Notes: Emailed Katrina Task Order # [DK-07/17/2023] Emailed Task Order to Brian [DK-07/20/2023]		Active	$147,898.00	$3,082.50	$144,815.50
2024-34	FY2024 WFO & Cross Connection Control (CCC) Support; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 81449-47088; Notes: Emailed Task Order # to Melinda [DK-08/03/2023] Emailed Task Order to Brian for signature 8.10.23 (cs)		Active	$223,524.00	$15,309.00	$208,215.00

2024-35	FY2024 Engineering Services for the Water System Program Management Services - Water Supply and Water Treatment Support; Requested by Katrina Combs; PO/RQ#: 81497-47171; Notes: Task Order Number emailed to Katrina [DK-08/07/2023]	9/12/2023	Active	$434,676.00	$31,577.85	$403,098.15
2024-36	FY2024 Plan Review, Permitting Assistance and Utility Support; Requested by Kimberley Ross; PO/RQ#: 81450-47090; Notes: Emailed Task Order # to Kimberley [DK-08/07/2023] Emailed Task Order to Brian/Rebecca for signature 8.15.23 (cs)	9/12/2023	Active	$308,840.00	$20,469.50	$288,370.50
2024-37	FY2024 Engineering Services for the Water System - Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects; Requested by Kimberley Ross; PO/RQ#: 81454-47098; Notes: Emailed Task Order # to Kimberley [DK-08/07/2023]	9/12/2023	Active	$694,429.00	$34,987.50	$659,441.50
2024-38	Groundwater Membrane Treatability Study; Requested by Kimberley Ross; PO/RQ#: 81631-47300; Notes: Emailed Task Order # to Kim [DK-09/19/2023] Emailed Kim - Rate Amount different on proposal than on contract?	10/10/2023	Active	$699,015.00	$0.00	$699,015.00
2024-39	Banana River Booster Station Chloramination Improvements - Design, Permitting and Bidding Services; Requested by David Veloza Notes: Provided Task Order # to David Veloza (DK-10/04/2023)		Pending	$0.00	$0.00	$0.00
2024-40	FY24 Lead and Copper Rule Revisions - Compliance Phase 3B Support Services; Requested by Kimberley Ross Notes: Emailed Task Order # to Kim (DK-11/14/2023) Emailed Task Order to Brian for approval 12.26.23 (CS)		Pending	$299,199.00	$0.00	$0.00
2024-41	Water System Capital Plan Update FY25 - FY45; Requested by Kimberley Ross Notes: Emailed Task Order # to Kim Ross (DK-12/12/2023)		Pending	$0.00	$0.00	$0.00

City of Cocoa
Task Order 2024-40
FY 2024 City of Cocoa Lead and Copper Rule Revisions Compliance Phase 3B Support Services

Objective

The purpose of this Phase 3B task order is to provide regulatory compliance support to the City of Cocoa (City) in response to the recent US Environmental Protection Agency's Lead and Copper Rule Revisions (LCRR). The following sections detail the support services that Jacobs Engineering Group, Inc. (Jacobs) will provide in Phase 3B to assist the City in satisfying the LCRR requirements. All services provided will follow the compliance requirements in the LCRR as well as any direction or additional requirements set forth by the Florida Department of Environmental Protection (FDEP). Support services and recommendations may vary due to changes in the rule, such as the forthcoming Lead and Copper Rule Improvements.

This task order is intended to include the estimated level of effort to provide the services described herein on a time and materials basis compensation method. Services proposed by Jacobs in this task order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020 and first Amendment dated December 13, 2022. This task order will continue providing assistance for meeting the LCRR requirements, including the development and/or continuation of plans and procedures related to the seven tasks described below. It is expected the plans will continue to serve as 'living documents' that will be updated as unknown service lines related to the inventory are resolved and evolving regulatory requirements are confirmed.

Scope of Services

Task 1 – Project and Regulatory Coordination

Jacobs will perform project management and quality assurance required for efficient delivery of the support services. Jacobs will hold monthly meetings with the City to address priorities for the project, data needs, coordination of the work in-progress, completed work, scheduled work, and review of deliverables. Under this task Jacobs will also prepare a LCRR regulatory compliance checklist for tracking purposes. The checklist will include the initial compliance deliverables the City must submit or make available to FDEP by October 16, 2024. Jacobs will coordinate with FDEP and the City to confirm the details of compliance deliverable requirements.

In addition, Jacobs will attend and participate in up to four meeting(s) with FDEP at the request of the City. These meetings will be to confirm interpretations of the revisions with FDEP, confirm any additional requirements set forth by the state, and present and discuss compliance deliverables.

Deliverables:

- FDEP meeting summaries.
- Monthly (12) status meeting agendas and summaries.
- LCRR compliance checklist.

Task 2 – Lead Service Line Replacement Plan Support

Jacobs will provide support to update the draft Lead Service Line Replacement Plan (LSLRP) that was prepared in FY23. The updated LSLRP will comply with the federal LCRR requirements as listed below. Jacobs will complete the LSLRP template provided by FDEP to facilitate submission by the City by October 16, 2024.

- A strategy for determining the composition of lead-status unknown (unknown) service lines in the City's inventory.
- Customer communications before and after LSLR.
- LSLR goal rate and prioritization strategies.
- Pre and post LSLR activities including point-of-use filter distribution and tap sampling.
- A funding strategy for LSLR.
- Operating procedures for replacing lead goosenecks, pigtails, or other leaded connectors.

The strategy for identifying unknown service lines was included in the draft LSLRP developed in FY23. Jacobs will update this section of the LSLRP to reflect any changes in the City's evolving LCRR compliance strategy.

Jacobs previously developed draft customer notification templates under a previous task authorization (LCRR Compliance Support Phase 3A). The customer notification templates will be finalized under Task 4 of this task order and will be included in the final LSLRP as appendices. Notification templates are subject to change based on forthcoming templates from FDEP, or additional recommendations from the City based on their evolving LCRR compliance strategy.

Task 2.1 LSLR Prioritization Support

Jacobs will assist the City in development of a prioritization strategy for LSLR, including coordination with FDEP. The City will determine the priority ranking of the various factors provided in the FDEP LSLRP template. Jacobs will develop a map of the City's service area identifying areas prioritized for LSLR based on the City-determined prioritization strategy.

Task 2.2 LSLR Funding Strategy Support

Jacobs will assist the City in development of a funding strategy for LSLR, including coordination with FDEP. The anticipated strategy is the use of existing City funding for capital improvements projects.

Jacobs will provide generic costs for LSLR to assist the City in development of a funding strategy. The City will also need to budget funding for the following activities related to LCRR compliance:

- Additional customer tap sampling.
- Mailing of notifications to customers.
- Distribution of point-of-use filters.

Jacobs will work with the City to develop estimated budgets for these activities. The budget estimated will be based on generic cost estimates and assumed level of activities.

Task 2 Deliverables:

- Updated LSLRP
- Completed FDEP LSLRP template, if applicable

Task 3 – Lead and Service Line Inventory Support

Jacobs will continue to provide compliance support related to the service line inventory that was developed in FY23. Support includes recommendations and industry best practices for service line material identification and Geographic Information Systems (GIS) functionality.

Task 3.1 Inventory Publication

Jacobs will provide support for publication of the initial service line inventory. The intent is to publish the inventory in a web-based GIS map that is hosted on ArcGIS online, the link will be available on City's website for public access. The publicly available GIS web application will be searchable and include information on service line material, as required by the LCRR, for each address in the City's service area.

Task 3.2 Customer Self-Reporting Survey Publication

Jacobs will provide support for publication of the customer self-reporting survey developed under a previous task authorization (LCRR Compliance Support Phase 3A). The intent is to publish the customer self-reporting survey on the City's website for public access.

Task 3.3 Digitization and Linking of Service Line Records (Only Provided Upon Request and Authorization from City)

A recommendation from the Service Line Inventory TM (2023), was to digitize any physical records used to develop the service line inventory. Jacobs will provide assistance to digitize these physical records, and then link the digitized records directly to the service line inventory. The records will not be made available in the publicly accessible inventory and will be for internal use by the City only. Additional records review support is not included in this task order.

Task 3 Deliverables:

- Publication of the initial service line inventory map on the City's website.
- Publication of the customer self-reporting survey on the City's website.

Task 4 – Public Education, Outreach, & Communication Support

Jacobs will provide support to update the draft Public Education, Outreach & Communication Plan developed in FY23. Jacobs will adhere to the public education, outreach, and communication requirements of the LCRR to develop communications plans and will follow industry best practices. Notification templates are subject to change based on forthcoming guidance released by FDEP, such as Florida-specific notification templates.

The Public Education, Outreach & Communication Plan will be updated by October 16, 2024.

Task 4.1 LCRR Webpage Support

Jacobs will provide assistance with developing a layout of a publicly accessible Lead and Copper webpage to satisfy the requirements of the LCRR. The webpage will include a link to the published service line inventory map. The webpage may include resources to help customers self-identify and report service lines materials, communicate proactively with the public on health effects of lead, and share guidance on minimizing lead exposure. Content for the website will be developed under other tasks of this task order as described herein. The website will be limited to three webpages.

Task 4.2 Public Outreach Support (Only Provided Upon Request and Authorization from City)

Jacobs will provide assistance with preparation of public outreach material for public meetings on the City's LCRR compliance program and/or additional brochures, flyers, or other outreach materials, if requested by the City.

Task 4 Deliverables:

- Updated Public Education, Outreach & Communication Plan
- LCRR compliance program webpage
- Public outreach material, as requested by City

Task 5 – Lead and Copper Compliance Tap Sampling Plan

Jacobs will prepare a Lead & Copper Compliance Tap Sampling Plan. Jacobs will review current LCR compliance sampling sites as well as identify appropriate compliance sites as required per the LCRR. These sites will use the revised sampling tiers as follows:

- Tier 1: Single family structures served by a lead service line (LSL)
- Tier 2: Multi-family structures served by a LSL
- Tier 3: Galvanized currently or previously, downstream of a lead service line or lead gooseneck

- Tier 4: Copper with lead solder
- Tier 5: Locations representative of the distribution system

The site list will be selected by the City with guidance from Jacobs. This list will include information for standard monitoring and reduced monitoring. The list will include the property address, property owner, contact phone number, and zip code.

Jacobs will review current City lead and copper compliance sampling plans and update plans to meet the LCRR requirements.

Jacobs will develop draft workflows for find and fix requirements, which will not be included in the compliance sampling plan but will assist the City with completion of the rule requirements.

Jacobs will assist the City in developing a template for publishing compliance sampling results on the City's website. The template will not be included in the compliance sampling plan but will assist the City with publication of the sample results, which will not be required until completion of tap sampling in 2025. The template will be completed and published by the City after compliance sampling results are obtained.

Deliverable:
- Draft and final Lead and Copper Compliance Tap Sampling Plan.
- Draft workflows for find and fix requirements.
- Draft template for publishing of compliance sampling results.

Task 6 – Schools and Childcare Facility Sampling Plan

Jacobs will develop a sampling plan for schools and licensed childcare facilities served by the City. The school and childcare facility sampling plan will include a list of schools and licensed childcare facilities within the City's service area, which was previously developed in FY23. The previously developed list includes physical address, contact, phone number, and email address. Jacobs previously determined which schools and licensed childcare facilities were constructed after January 1, 2014, which are not required to be tested. Jacobs will update the list under this task order.

Jacobs will also prepare workflow, water quality sampling, and communication plans for the schools and licensed childcare facilities. The water quality sampling plans will follow the EPA's Training, Testing and Taking Action (3Ts) for testing and will include 5 samples per school and 2 samples per childcare facility. Additionally, Jacobs will update sampling instructions to be provided to the schools and childcare facilities which were previously developed in FY23.

Deliverable:
- Draft and updated School and Childcare Facility Sampling Plan.

Task 7 – LCRR Data Management Evaluation

The City is required to complete several activities related to LCRR compliance including, but not limited to, delivery of customer notifications, compliance tap sampling, and distribution of point-of-use filters. Data management is not an explicit requirement of the rule, however, it is recommended the City develops a data management strategy to track these requirements to ensure regulatory compliance. Jacobs will assist the City with an evaluation of alternatives for management of data related to these compliance requirements. Alternatives to be evaluated include development of a custom data management system or the use of third-party softwares designed for this purpose. This task order does not include funding for implementation of the selected data management strategy. Jacobs can provide implementation support through subsequent task authorizations after the City determines the data management strategy.

Jacobs will further develop the City's data management strategy related to the service line inventory (developed under LCRR Compliance Support Phase 3A). Jacobs will assist the City in development of a procedure to define the quality control review process for integration of collected data into the service line inventory.

Jacobs will develop a service line inventory dashboard for internal City tracking of the inventory and LSLR status. The dashboard will display the number of service lines by ownership status and material status.

Deliverables:

- Technical Memorandum summarizing evaluation of data management alternatives.
- A procedure for quality control review of data to be integrated into the service line inventory (internal use only).
- Service line inventory and LSLR dashboard (internal use only).

Safety

Jacobs will manage the health, safety and environmental activities of its staff to achieve compliance with applicable health and safety laws and regulations. Jacobs is not responsible for the health, safety, and environmental compliance of the City's staff, or other third parties.

Assumptions

The following assumptions apply to this task order:

- City to provide access to electronic and hard copy information and data to Jacobs, including access to City GIS data.
- Jacobs will rely on the accuracy and completeness of the source information and data provided by the City or other third parties without independent verification.
- Monthly status meetings and coordination meetings will be held virtually.
- Jacobs will attend and participate in up to four meetings with the FDEP at the request of the City. Meetings with FDEP will be held virtually.

- Jacobs will create the LCRR specific content for the website with input from the City. The City is responsible for modifications to the City's website to facilitate publication of the service line inventory, the customer self-reporting survey, and compliance sampling results.
- City will provide all lead and copper sampling plans to Jacobs for review.
- City will select the sites for compliance sampling based on input from Jacobs.
- City will review and provide feedback on the sampling plan. Jacobs will develop plans and instructions for customer driven sampling based on the LCRR requirements.
- It is expected the deliverables will continue to serve as 'living documents' that will be updated as unknown service lines related to the inventory are resolved and evolving regulatory requirements are confirmed.
- At the time of this scope development, FDEP has not released specific guidance for compliance with the requirements of the LCRR. Deliverables will be developed using the best available information including the requirements and guidance set forth by the United States Environmental Protection Agency along with industry best practices. However, requirements are subject to change as additional information is provided by FDEP. The level of effort provided herein does not account for changes in deliverable requirements that are published after acceptance of this task order. Additional funding may be required to modify deliverables to comply with forthcoming changes in rule requirements. Deliverables will be finalized prior to the compliance deadline.
- Services for evaluation of and application for funding assistance is not included in this task order.
- The City will be responsible for submitting all compliance deliverables to the appropriate agencies, including compliance sampling results.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Jacobs' opinions, analyses, projections, or estimates.

Schedule

Compliance deliverables included in this task order will be finalized prior to the October 16, 2024 deadline. Additional support services will continue through December 31, 2024. This task order covers the period from date of October 1, 2023 through December 31, 2024.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
TASK 1 Project and Regulatory Coordination	270	$46,565.00
TASK 2 Lead Service Line Replacement Plan Support	254	$49,138.00
TASK 3 Lead and Service Line Inventory Support	356	$57,060.00
TASK 4 Public Education, Outreach & Communication Support	289	$49,237.00
TASK 5 Lead and Copper Compliance Tap Sampling	150	$23,398.00
TASK 6 Schools and Childcare Facility Sampling Plan	130	$19,430.00
TASK 7 LCRR Data Management Evaluation	279	$52,871.00
EXPENSES & SUBCONSULTANTS	N/A	$1,500.00
Grand Total	**1,728**	**$299,199.00**

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 Jacobs and the City.

Attachments

Attachment A –Per Diem Rates Schedule

Acceptance

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

Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for Jacobs Engineering Group, Inc.

By _____
Francois Didier Menard

Title Vice President

Date 12/19/2023

City of Cocoa Task Order 2024-40

LCRR Compliance Support Phase 3B

Labor Hour Breakdown

TASK #	TASK NAME	Principal/Senior Reviewer/Consultant/Senior Project Manager $235.00	Senior Professional Engineer/Scientist/Consultant/Project Manager $218.00	Senior Professional Engineer/Scientist/Consultant/Project Manager $218.00	Mid - Level Professional Engineer/Scientist/Consultant/Project Manager $199.00	Mid - Level Professional Engineer/Scientist/Consultant/Project Manager $199.00	Mid - Level Professional Engineer/Scientist/Consultant/Project Manager $199.00	Professional Engineer/Scientist/Consultant/Project Manager $169.00	Professional Engineer/Scientist/Consultant/Project Manager $169.00	Project Engineer/Scientist/Consultant $120.00	Project Engineer/Scientist/Consultant $120.00	Junior Project Engineer/Scientist/Consultant $110.00	Office/Project Administration $85.00	Labor Hours	Labor Fee
1	PROJECT AND REGULATORY COORDINATION														
		31	4	13	48	13	17	20	48	60			16	270	$46,565
													Task Subtotals	**270**	**$46,565**
2	LEAD SERVICE LINE REPLACEMENT PLAN														
		2	8	24	26	40	118		24				12	254	$49,138
													Task Subtotals	**254**	**$49,138**
3	LEAD SERVICE LINE INVENTORY SUPPORT														
		2	4	4	14	140			40	72		80		356	$57,060
													Task Subtotals	**356**	**$57,060**
4	PUBLIC EDUCATION, OUTREACH, AND COMMUNICATION SUPPORT														
		2	10	30	55	40	2	32	24	44	50			289	$49,237
													Task Subtotals	**289**	**$49,237**
5	LEAD AND COPPER COMPLIANCE TAP SAMPLING PLAN														
		2	4		6	16		30	32	60				150	$23,398
													Task Subtotals	**150**	**$23,398**
6	SCHOOLS AND CHILDCARE FACILITY SAMPLING PLAN														
		2	4		6	16			30	72				130	$19,430
													Task Subtotals	**130**	**$19,430**
7	LCRR DATA MANAGEMENT EVALUATION														
		3	6	80	16	104	2	0	20	48				279	$52,871
													Task Subtotals	**279**	**$52,871**
													Labor Total	**1,728**	**$297,699**
													Expenses		**$1,500**
													Subcontracts		**$0**
													Task Order Total	**1,728**	**$299,199**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Construction Manager at Risk Services for Water and Wastewater Plant Projects	2024-04.1
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 01/03/24 City Bid Number: RFQ 19-04-COC AMOUNT: $ 1,448,145.00

Vendor Name: Wharton-Smith, Inc. Quote/Proposal Number: 2024-04

Dept. Number/Division Name: Utilities/Engineering

Project Name: Internal Recycle Pump Replacement Project Number: WS22IR

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : 1 Requested Amendment Amount: $ 10,133,063.00

Original Task Order Amount: $ 1,448,145.00 Total Revised Amount including all Amendments: $ 11,581,208.00

Total number of Amendments including this one: 1

Scope of Services; Justification for Amendment

The original task order covered the Guaranteed Maximum Price (GMP) Proposal #1 from Wharton-Smith, Inc, (WSI) for the limited construction services, consisting of long lead items and subsurface investigation services, for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project. Amendment #1 to this task order covers the GMP Proposal #2, comprised of the remaining scope of construction services, primarily consisting of the installation of the long lead items that were procured under the original task order. GMP Proposal #2 will be performed by WSI as Amendment #5 under the CMAR master services agreement under RFQ-19-04-COC.

Design is Construction Related: ☐ YES ☐ NO ☑ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☑ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Requestor

Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2024-04.1

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

Legislation Details (With Text)

File #:	24-005	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	12/28/2023			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	To approve Task Order #2024-39 with Jacobs Engineering Group, Inc. (Jacobs) for the Design, Permitting, and Bidding Services for the Banana River Tank Improvements Project (WS18BR), To Approve as a Multi-Year Contract from FY2024 through FY2025. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Jacobs_Agreement.pdf 1ST AMENDMENT.pdf COI - Expires 07.01.2024.pdf PROPOSAL.pdf TO JACOBS 2024-39 $279,917.00 - UT-ENGIN.pdf TRACKSHEET.pdf Cocoa CIP (FY24-28) Project Cost Estimates - Banana River Project.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 28, 2023
Agenda Date: January 23, 2024
Prepared By: David Veloza, E.I Associate Engineer II
Through: John A Walsh, P.E. Utilities Director
Requested Action:
To approve Task Order #2024-39 with Jacobs Engineering Group, Inc. (Jacobs) for the Design, Permitting, and Bidding Services for the Banana River Tank Improvements Project (WS18BR), To Approve as a Multi-Year Contract from FY2024 through FY2025.

BACKGROUND:

The City has taken steps to improve the distribution system water quality including completing a corrosion control study. One of the recommendations identified in the corrosion control study was to add an ammonium sulfate storage and feed system to the Banana River Booster Station. This addition of the ammonium sulfate, in combination with the existing sodium hypochlorite system at the facility, will allow the City to increase monochloramine residual in the area. This will aid the City by minimizing nitrification and corrosion in the distribution system and increasing the overall water quality.

On March 8, 2023, staff performed a site visit and concluded that in addition to the water quality

improvements the site also needed some resiliency and safety improvements. These improvements include replacement of the emergency power generator that has reached the end of its useful life, the addition of a mixing system in the finished water storage tank, and replacement of the tank ladders with stairs.

Task Order 2024-39 with Jacobs includes the design, permitting, and bidding services associated with the proposed improvements.

Staff recommends approval of this task order with Jacobs for the Design, Permitting, and Bidding Services for this WS18BR project.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A

Amount Requested	$279,917.00
Account Number	424-4055-536.63-00 (WS18BR)
Account Name	Engineering Infrastructure

Source of Funds: Operating Revenue

PREVIOUS ACTION:

Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020.

RECOMMENDED MOTION:

To approve Task Order #2024-39 with Jacobs Engineering Group, Inc. (Jacobs) for the Design, Permitting, and Bidding Services for the Banana River Tank Improvements Project (WS18BR), To Approve as a Multi-Year Contract from FY2024 through FY2025

RFQ-20-03-COC

Approved by Council 11/13/19
IX.3 (Authorize CM&Attorney)
to Negoiate & Execute Agreement

Term: 2/5/2020 thru 2/04/2023
Renewal Opt. 2/05/23 - 2/4/25
Renewal Opt. 2/05/25 - 2/4/27

AGREEMENT FOR CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

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

WHEREAS, the Engineer participated in the selection and negotiation process; and

WHEREAS, the Engineer is willing to provide such engineering, design and permitting services to the City under the terms and conditions stated herein; and

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by the Engineer or Engineer's independent professional associates and Engineers which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, as may be amended or any other actual and direct expenses the City agrees to reimburse by Task Order.

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

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by the Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and the Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

4.1 The Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. The Engineer shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed -upon schedule.

4.2 No extension for completion of services shall be granted to the Engineer without the City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill -timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by the Engineer's principals, employees and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

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

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

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

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. The Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in the Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and the Engineer shall remain liable to the City in accordance with applicable law for damages to the City caused by the Engineer's negligent, reckless, or intentionally wrongful performance of any Services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a

specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

6.1 The City or its affiliates shall at all times have the right to review or observe the Services performed by the Engineer.

6.2 No inspection, review or observation shall relieve the Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 The City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. The Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager.

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, unless a higher deductible is pre- approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the amount of $1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

10.4 Independent Associates and Engineers. All independent associates and Engineers employed by the Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement

of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

14.3. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

14.4. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, the Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 The Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, the Engineer and any approved subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. The Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefore; or

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

c. The Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. The Engineer has committed any act of fraud upon the City; or

e. The Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

f. The Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by the Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, Cityshall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendices and Exhibits attached hereto, constitute the entire agreement between the City and the Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal–agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 The City and the Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

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

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 The Engineer hereby represents and warrants to the City the following:

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

b. The undersigned representative of the Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of the Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

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

34.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

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

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

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

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than the Engineer's undersigned representative's execution of the Agreement.

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 68969395 **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			HDO G47339273	07/01/23	07/01/24	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H10736262	07/01/23	07/01/24	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C50711481 (AOS)	07/01/23	07/01/24	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		WCU C50711559 (OH)*	07/01/23	07/01/24	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C5071164A (WI)	07/01/23	07/01/24	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 014	07/01/23	07/01/24	PER CLAIM/PER AGG	3,000,000

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

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Jeff Voorhees. RE: Program management, engineering, design and permitting services. CONTRACT END DATE: 2/5/2023. SECTOR: Public. City of Cocoa FL is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER

City of Cocoa FL

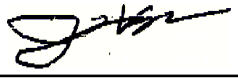
351 Schearer Blvd.

Cocoa, FL 32922 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/15/2023

NAME OF INSURED: **Jacobs Engineering Group Inc.**

Additional Description of Operations/Remarks from Page 1:

Additional Information:

***$2,000,000 SIR FOR STATE OF: OHIO**

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number
Policy Symbol HDO	Policy Number G47339273	Policy Period 07/01/2023 TO 07/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number
Policy Symbol ISA	Policy Number H10736262	Policy Period 07/01/2023 TO 07/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS SOLUTIONS INC. 555 SOUTH FLOWER ST, STE 3200 LOS ANGELES CA 90071	Endorsement Number Policy Number Symbol: WLR Number: C50711481
Policy Period 07-01-2023 **TO** 07-01-2024	Effective Date of Endorsement 07-01-2023
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM,TX and WI.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Solutions Inc.**			Endorsement Number
Policy Symbol **EON**	Policy Number **G21655065 014**	Policy Period **07/01/2023 to 07/01/2024**	Effective Date of Endorsement **07/01/2023**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule.**

B. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You.**

E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy.**

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy.**

G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.

JOHN J. LUPICA, President

Authorized Representative

City of Cocoa

Task Order 2024-39

Banana River Booster Station Chloramination Improvements – Design, Permitting, and Bidding Services

Objective and Background

Under this Task Order, Jacobs Engineering Group, Inc. (Jacobs) will provide engineering services for the design, permitting, and bidding of improvements to the Banana River Booster Station. The project improvements include a new ammonium sulfate storage and feed system, replacement of the emergency power generator, a system to improve mixing in the finished water storage tank, new tank access stairs and other minor miscellaneous renovations and upgrades. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020.

The City of Cocoa's potable water distribution system contains three booster stations. The booster stations serve to boost system pressures and total chlorine residual while also providing storage of potable water for periods of high demand, such as for fire flows. The City's distribution system utilizes monochloramines as the secondary disinfectant. Based on analysis of the City's potable water distribution system water quality data, both injection of sodium hypochlorite and ammonium sulfate are required to significantly boost chloramine residuals in the distribution system. There is not enough free ammonia present in the distribution system to produce a significant amount of monochloramines when dosed with only sodium hypochlorite. Therefore, a new ammonium sulfate storage and feed system is required at the Banana River Booster Station to boost monochloramine residual in the distribution system near the site.

The ammonium sulfate system will be designed based on historical flow and chemical use data, the initial booster station design criteria (i.e. existing pump capacities) and will provide storage for up to 30 days of supply at the estimated average use rate. The installation of new ammonium sulfate storage and feed systems will likely require a major modification to the existing FDEP permits for the booster stations because ammonium sulfate is not currently used at these locations.

Scope of Work

Task 1 Design Services

Task 1.1 – Preliminary Design

A preliminary design report will be developed to accompany the request for a modification to the FDEP permit. The preliminary design report will present design concepts for all professional disciplines required for the project. The report will address the items referenced in FAC 62-555.520(4) and will include some preliminary design drawings to depict the modifications.

The report will provide background on the existing distribution system water quality including concerns with reduced total chlorine residuals at the far ends of the distribution system which could be alleviated with this project. Objectives and impacts to consider will be defined related to the addition of ammonium sulfate storage and feed systems. The report will include a discussion of the recommended dosing location in relation to existing equipment and will discuss recommended process instrumentation to control the dose. A preliminary control narrative will be provided to discuss dosing controls and operation. The report will also contain preliminary generator sizing and fuel options and discussion of other project components.

A draft preliminary design report will be issued to the City for review. One meeting will be held with the City to review the 30% design and discuss comments. After resolution of comments from the City, Jacobs will finalize the report.

Task 1.2 – Final Design

Final design documents will be developed that include drawings and technical specifications. The design documents may include photographs with notations to describe the work. The design will include a new ammonium sulfate storage and feed system and ancillary improvements at the Banana River Booster Station. The design may include minor piping and valve modifications, as required to achieve effective dosing of ammonium sulfate. Equipment required for storage, pumping, transferring, injecting, mixing and dose control of ammonium sulfate will be included. The design will also include replacement of the onsite emergency power generator, new tank access stairs, and a system to improve mixing in the finished water storage tank. The design documents will include a control narrative and I/O list, but programming will be provided by the City's automation consultant under a separate Task Order.

Draft final design documents will be issued to the City for review. One meeting will be held with the City to review the 90% design and discuss comments. After resolution of comments from the City, Jacobs will finalize the design documents for bidding.

Based on the finalized design documents for bidding, a Class 2 cost estimate will be prepared in accordance with the American Association for Advancement of Cost Estimating (AAACE). The cost estimate will be delivered with the final design documents for bidding.

Task 1 Deliverables

- 30% Design Documents – Electronic submission (.pdf format) of the construction drawings, specifications, design details.
- 90% Design Documents – Electronic submission (.pdf format) of the construction drawings, specifications, design details.
- Bid Documents (100% Design) – Electronic submission (.pdf format) of the construction drawings, specifications, and design details.
- A construction cost estimate will be prepared for the Final Design Documents (100% design).

Task 2 Permitting Services

Jacobs will prepare and submit an application for a Florida Department of Environmental Protection (FDEP) Permit to Construct PWS Components (Form 62-555.900(1)) for the project. The permit application will include supporting documentation and preliminary drawings as required by FDEP. The permit application will only be for a modification to the site equipment and no capacity rerating will be required. Jacobs will provide one response to a request for additional information.

City will pay the permit fee for the FDEP Permit to Construct PWS Components directly to the FDEP. The Contractor shall be responsible for permitting with the Brevard County Building Department including development and submission of the permit application(s), coordination with the permitting agency, completion of permit requirements, and permit approval.

Task 2 Deliverables

- Permit application package for FDEP Permit to Construct PWS Components including Form 62-555.900(1), drawings, and supporting documentation per FDEP requirements.

Task 3 Bidding Services

Jacobs will provide services to assist the City in selection of a single contractor for the construction of the project. Jacobs will assist the City in conducting one pre-bid conference. Jacobs will assist the City in developing the agenda and content of the pre-bid conference. Jacobs will attend the pre-bid conference meeting, document questions asked during the meeting, take minutes and prepare a summary. The City will prepare and administer the Invitation to Bidders.

Jacobs will coordinate with the City for issuing responses to requests for additional information. Jacobs will provide technical interpretation of the contract bid documents and will prepare proposed responses to bidders' questions and requests. The City will issue addenda to prospective bidders.

Jacobs will review the bids and evaluate them for responsiveness and bid amount. Jacobs will prepare a summary of its review and evaluation. The City will make the final decision on the award of the contract for construction and the acceptance or rejection of bids. Jacobs' services do not include bid protest situations. The City will prepare the notice of award; assembly, delivery and execution of the contract for construction and the notice to proceed.

Jacobs will modify the technical specifications and drawings as required to address bidder's questions and requests and then issue Conformed Documents to the City.

Task 3 Deliverables

- Pre-bid meeting agenda and summary.
- Responses to questions from proposers during the bidding process.
- Summary of bid review and evaluation.
- Conformed Documents – Electronic submission (.pdf format) of the construction drawings, specifications, and design details.

Assumptions

The following key assumptions apply:

1. The City will assign a project manager who will be the Jacobs's main point of contact and will respond within ten business days of the date of each submittal. The City's project manager will also provide continuous coordination between the different City's departments (Operations, Management, Engineering, etc.).
2. The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed.
3. Existing finished water storage and pumping capacity is adequate and does not require modifications.
4. Existing communications systems required for process control is adequate for additional communication signals added under this project.
5. No meetings are included in this budget for meetings with the regulatory agencies.
6. Invitation to Bid documents, or the Division 0 specifications, will be developed by the City. The final drawings, technical specifications and Division 1 specifications will be developed by Jacobs.
7. The cost estimate will be prepared in accordance with the American Association for Advancement of Cost Estimating (AAACE) Class 2 cost estimate. All estimates of probable construction cost used for planning the project will be developed using the appropriate estimate class for completion of the design and consistent with Industry Standards, Association for the Advancement of Cost Engineering adjusted for local site conditions. The final construction cost can only be determined after competitive bidding of the project by City. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, Engineer has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Engineer makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer's opinions, analyses, projections, or estimates.
8. There is no intermediate deliverable between the Preliminary Design (30%) and Final Design (90/100%).
9. Design documents will be prepared for a single construction contract.
10. Jacobs master technical specifications (Division 1 - 49) will be used as the basis for all specifications. The City will provide procurement and contracting requirements in Microsoft Word format for Jacobs to edit for project specific requirements.
11. The drawings will follow Jacobs CAE/CAD standards. Microstation will be used to develop the drawings.
12. All deliverables will be provided in electronic format as .pdf files.
13. Services during construction shall be provided under a separate task order.

14. The project schedule includes timeframes for Jacobs' design deliverables but does not include a schedule for permitting approval and permitting services. The timeframe for permitting services and permitting approval may exceed the project schedule defined in Table 1.
15. The addition of ammonium sulfate storage and feed equipment to the existing building does not result in modification of the current fire code classification of the building and it is assumed no fire protection will be required by the building department.
16. Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.

Schedule

The duration of the services provided under this Task Order are dependent on project permitting and bidding activities which are outside of Jacobs' control. This Task Order shall remain active to support the specified services throughout project design, permitting, and bidding.

Design Services provided under Task 1 are estimated to be completed within 26 weeks following Notice to Proceed as show in Table 1.

TABLE 1
Project Schedule

Task/Activity	Schedule
Preliminary Design Report (30% Design Submittal); 1 meeting	8 weeks following Notice to Proceed
Construction Document Submittal (90% Design Submittal); 1 meeting	12 weeks following Preliminary Design Report comment adjudication
Final Bid Documents Submittal (100% Design Submittal); no meeting	6 weeks following Contract Document comment adjudication

Note: A meeting is anticipated to be held with the City within 2 weeks after the 30% and 90% design submittals.

Permitting services provided under Task 2 are anticipated to begin after approval of the preliminary design report and 30% design package. The FDEP permit application will be submitted within 2 weeks after approval of the 30% design. The permit approval schedule is dependent on the regulatory agency.

Bidding services will commence after the City has published the project bid and will last the duration of the bidding process which is anticipated to be 6 weeks. The pre-bid conference is anticipated to be held within 2 weeks of the bid publication.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
TASK 1 – DESIGN SERVICES	1,639	$268,494
TASK 2 – PERMITTING SERVICES	14	$2,394
TASK 3 – BIDDING SERVICES	52	$9,029
Grand Total		$279,917

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 JACOBS and the City.

Acceptance

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

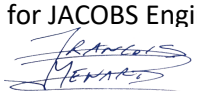
Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for JACOBS Engineering Group

By 

Title Vice President

Date October 13, 2023

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Construction Manager at Risk Services for Water and Wastewater Plant Projects	2024-04.1
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 01/03/24 City Bid Number: RFQ 19-04-COC AMOUNT: $ 1,448,145.00

Vendor Name: Wharton-Smith, Inc. Quote/Proposal Number: 2024-04

Dept. Number/Division Name: Utilities/Engineering

Project Name: Internal Recycle Pump Replacement Project Number: WS22IR

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : 1 Requested Amendment Amount: $ 10,133,063.00

Original Task Order Amount: $ 1,448,145.00 Total Revised Amount including all Amendments: $ 11,581,208.00

Total number of Amendments including this one: 1

Scope of Services; Justification for Amendment

The original task order covered the Guaranteed Maximum Price (GMP) Proposal #1 from Wharton-Smith, Inc, (WSI) for the limited construction services, consisting of long lead items and subsurface investigation services, for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project. Amendment #1 to this task order covers the GMP Proposal #2, comprised of the remaining scope of construction services, primarily consisting of the installation of the long lead items that were procured under the original task order. GMP Proposal #2 will be performed by WSI as Amendment #5 under the CMAR master services agreement under RFQ-19-04-COC.

Design is Construction Related: ☐ YES ☐ NO ☑ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☑ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Requestor

Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2024-04.1

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

Cocoa CIP (FY24-28) Project Cost Estimates

Category	Project ID.	Project Name	Total Benefit Score	City Budget	Total Capital Costs	FY24-28 Total Cost				City funded in FY23?	Notes	Status
						Engineering and Permitting	Construction	SDC	Total			
Treatment	WS23BR	WT61 Dyal Carbon Dioxide Bulk Package System	93.00	2023, 2024	$1,650,000	$0	$2,000,000	$140,000	$2,140,000	yes	Estimate updated based on vendor quote received on 3/9/23. Added contingency and SDC.	Project not started. Design funded in FY23, construction budgeted for FY24
Treatment	WS21OZ	Ozone generators, processor, and destruct units replacement	81.20	2023	$3,900,000		$1,231,000	$352,000	$1,583,000	yes	Project design funded in FY22 for $375,000 and construction funded in FY23 for $3,900,000. Scope changed in February '23. Estimate updated based on vendor quote from 11/30/21 to reflect new scope. Add $1,583,000 to $4,275,00 for total of $5,858,000 for construction in FY24	Project not started, funded in FY23.
Treatment	TBD	TCR Pump Station Upgrade	65			$77,000	$770,000	$54,000	$901,000		New cost estimate developed by estimators.	New project
Treatment	WS18RD	WT63 - Replacement of Steel GST	55.20	2024, 2025	$5,000,000	$500,000	$4,500,000		$5,000,000	no	No change to this cost estimate	Project not started
Treatment	WS18BR	DS56 Banana River Chloramination Improvements	52.50	2023, 2024	$675,000	$0	$1,096,000 Add $300,000 for tank stairs and $389,400 for generator replacement. New Total - $1,785,400	$95,000 Will increase due to increased scope	$1,191,000 Will increase due to increased scope	yes	Estimate updated based on Viera project bids (added escalation and contingency to construction) Added additional scope of generator replacement, tank stairs and other items	Project not started. Design funded in FY23, construction budgeted for FY24.
Supply	WS0501	WS09 48-inch New Pipeline West of Well 7A to Dallas/Wewahootee	34.20	2025	$9,762,786	$1,024,000	$25,614,000	$1,281,000	$27,919,000	no	Cost estimate updated by estimators (design previously done by City; added design costs to be conservative)	Project not started.
Treatment	TBD	New Jockey HSP	29			$153,000	$1,525,000	$107,000	$1,785,000		New cost estimate developed by estimators.	New project
Supply	TBD	WS10 - Redundant Pipeline: Well 19 to 20	29.00	2025, 2026	$1,360,000	$165,000	$1,653,000	$116,000	$1,934,000	no	Cost estimate updated by estimators.	Project not started.
Supply	TBD	WS11 - Redundant Pipeline: Well 20 to 23	27.30	2026, 2027	$4,590,000	$540,000	$5,404,000	$378,000	$6,322,000	no	Cost escalated to 2023 dollars.	Project not started.
Supply	TBD	WS12 - Redundant Pipeline: Well 23 to 24	22.20	2027	$1,340,000	$158,000	$1,580,000	$111,000	$1,849,000	no	Cost escalated to 2023 dollars.	Project not started.
Supply	TBD	WS13 - Redundant Pipeline: Well 11 to 42	22.20	2026, 2027	$3,510,000	$413,000	$4,128,000	$289,000	$4,830,000	no	Cost escalated to 2023 dollars.	Project not started.
Treatment	TBD	Well Improvements (WS01 - Install pumps and piping at Wells 1T and 4T, WS02 - Install Wells 17T and 18T)	14.72	2027	$500,000	$326,000	$3,263,000	$228,000	$3,817,000	no	Cost escalated to 2023 dollars.	Project not started.

City of Cocoa

Task Order 2024-39

Banana River Booster Station Chloramination Improvements – Design, Permitting, and Bidding Services

Objective and Background

Under this Task Order, Jacobs Engineering Group, Inc. (Jacobs) will provide engineering services for the design, permitting, and bidding of improvements to the Banana River Booster Station. The project improvements include a new ammonium sulfate storage and feed system, replacement of the emergency power generator, a system to improve mixing in the finished water storage tank, new tank access stairs and other minor miscellaneous renovations and upgrades. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020.

The City of Cocoa's potable water distribution system contains three booster stations. The booster stations serve to boost system pressures and total chlorine residual while also providing storage of potable water for periods of high demand, such as for fire flows. The City's distribution system utilizes monochloramines as the secondary disinfectant. Based on analysis of the City's potable water distribution system water quality data, both injection of sodium hypochlorite and ammonium sulfate are required to significantly boost chloramine residuals in the distribution system. There is not enough free ammonia present in the distribution system to produce a significant amount of monochloramines when dosed with only sodium hypochlorite. Therefore, a new ammonium sulfate storage and feed system is required at the Banana River Booster Station to boost monochloramine residual in the distribution system near the site.

The ammonium sulfate system will be designed based on historical flow and chemical use data, the initial booster station design criteria (i.e. existing pump capacities) and will provide storage for up to 30 days of supply at the estimated average use rate. The installation of new ammonium sulfate storage and feed systems will likely require a major modification to the existing FDEP permits for the booster stations because ammonium sulfate is not currently used at these locations.

Scope of Work

Task 1 Design Services

Task 1.1 – Preliminary Design

A preliminary design report will be developed to accompany the request for a modification to the FDEP permit. The preliminary design report will present design concepts for all professional disciplines required for the project. The report will address the items referenced in FAC 62-555.520(4) and will include some preliminary design drawings to depict the modifications.

The report will provide background on the existing distribution system water quality including concerns with reduced total chlorine residuals at the far ends of the distribution system which could be alleviated with this project. Objectives and impacts to consider will be defined related to the addition of ammonium sulfate storage and feed systems. The report will include a discussion of the recommended dosing location in relation to existing equipment and will discuss recommended process instrumentation to control the dose. A preliminary control narrative will be provided to discuss dosing controls and operation. The report will also contain preliminary generator sizing and fuel options and discussion of other project components.

A draft preliminary design report will be issued to the City for review. One meeting will be held with the City to review the 30% design and discuss comments. After resolution of comments from the City, Jacobs will finalize the report.

Task 1.2 – Final Design

Final design documents will be developed that include drawings and technical specifications. The design documents may include photographs with notations to describe the work. The design will include a new ammonium sulfate storage and feed system and ancillary improvements at the Banana River Booster Station. The design may include minor piping and valve modifications, as required to achieve effective dosing of ammonium sulfate. Equipment required for storage, pumping, transferring, injecting, mixing and dose control of ammonium sulfate will be included. The design will also include replacement of the onsite emergency power generator, new tank access stairs, and a system to improve mixing in the finished water storage tank. The design documents will include a control narrative and I/O list, but programming will be provided by the City's automation consultant under a separate Task Order.

Draft final design documents will be issued to the City for review. One meeting will be held with the City to review the 90% design and discuss comments. After resolution of comments from the City, Jacobs will finalize the design documents for bidding.

Based on the finalized design documents for bidding, a Class 2 cost estimate will be prepared in accordance with the American Association for Advancement of Cost Estimating (AAACE). The cost estimate will be delivered with the final design documents for bidding.

Task 1 Deliverables

- 30% Design Documents – Electronic submission (.pdf format) of the construction drawings, specifications, design details.
- 90% Design Documents – Electronic submission (.pdf format) of the construction drawings, specifications, design details.
- Bid Documents (100% Design) – Electronic submission (.pdf format) of the construction drawings, specifications, and design details.
- A construction cost estimate will be prepared for the Final Design Documents (100% design).

Task 2 Permitting Services

Jacobs will prepare and submit an application for a Florida Department of Environmental Protection (FDEP) Permit to Construct PWS Components (Form 62-555.900(1)) for the project. The permit application will include supporting documentation and preliminary drawings as required by FDEP. The permit application will only be for a modification to the site equipment and no capacity rerating will be required. Jacobs will provide one response to a request for additional information.

City will pay the permit fee for the FDEP Permit to Construct PWS Components directly to the FDEP. The Contractor shall be responsible for permitting with the Brevard County Building Department including development and submission of the permit application(s), coordination with the permitting agency, completion of permit requirements, and permit approval.

Task 2 Deliverables

- Permit application package for FDEP Permit to Construct PWS Components including Form 62-555.900(1), drawings, and supporting documentation per FDEP requirements.

Task 3 Bidding Services

Jacobs will provide services to assist the City in selection of a single contractor for the construction of the project. Jacobs will assist the City in conducting one pre-bid conference. Jacobs will assist the City in developing the agenda and content of the pre-bid conference. Jacobs will attend the pre-bid conference meeting, document questions asked during the meeting, take minutes and prepare a summary. The City will prepare and administer the Invitation to Bidders.

Jacobs will coordinate with the City for issuing responses to requests for additional information. Jacobs will provide technical interpretation of the contract bid documents and will prepare proposed responses to bidders' questions and requests. The City will issue addenda to prospective bidders.

Jacobs will review the bids and evaluate them for responsiveness and bid amount. Jacobs will prepare a summary of its review and evaluation. The City will make the final decision on the award of the contract for construction and the acceptance or rejection of bids. Jacobs' services do not include bid protest situations. The City will prepare the notice of award; assembly, delivery and execution of the contract for construction and the notice to proceed.

Jacobs will modify the technical specifications and drawings as required to address bidder's questions and requests and then issue Conformed Documents to the City.

Task 3 Deliverables

- Pre-bid meeting agenda and summary.
- Responses to questions from proposers during the bidding process.
- Summary of bid review and evaluation.
- Conformed Documents – Electronic submission (.pdf format) of the construction drawings, specifications, and design details.

Assumptions

The following key assumptions apply:

1. The City will assign a project manager who will be the Jacobs's main point of contact and will respond within ten business days of the date of each submittal. The City's project manager will also provide continuous coordination between the different City's departments (Operations, Management, Engineering, etc.).
2. The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed.
3. Existing finished water storage and pumping capacity is adequate and does not require modifications.
4. Existing communications systems required for process control is adequate for additional communication signals added under this project.
5. No meetings are included in this budget for meetings with the regulatory agencies.
6. Invitation to Bid documents, or the Division 0 specifications, will be developed by the City. The final drawings, technical specifications and Division 1 specifications will be developed by Jacobs.
7. The cost estimate will be prepared in accordance with the American Association for Advancement of Cost Estimating (AAACE) Class 2 cost estimate. All estimates of probable construction cost used for planning the project will be developed using the appropriate estimate class for completion of the design and consistent with Industry Standards, Association for the Advancement of Cost Engineering adjusted for local site conditions. The final construction cost can only be determined after competitive bidding of the project by City. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, Engineer has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Engineer makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer's opinions, analyses, projections, or estimates.
8. There is no intermediate deliverable between the Preliminary Design (30%) and Final Design (90/100%).
9. Design documents will be prepared for a single construction contract.
10. Jacobs master technical specifications (Division 1 - 49) will be used as the basis for all specifications. The City will provide procurement and contracting requirements in Microsoft Word format for Jacobs to edit for project specific requirements.
11. The drawings will follow Jacobs CAE/CAD standards. Microstation will be used to develop the drawings.
12. All deliverables will be provided in electronic format as .pdf files.
13. Services during construction shall be provided under a separate task order.

14. The project schedule includes timeframes for Jacobs' design deliverables but does not include a schedule for permitting approval and permitting services. The timeframe for permitting services and permitting approval may exceed the project schedule defined in Table 1.
15. The addition of ammonium sulfate storage and feed equipment to the existing building does not result in modification of the current fire code classification of the building and it is assumed no fire protection will be required by the building department.
16. Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.

Schedule

The duration of the services provided under this Task Order are dependent on project permitting and bidding activities which are outside of Jacobs' control. This Task Order shall remain active to support the specified services throughout project design, permitting, and bidding.

Design Services provided under Task 1 are estimated to be completed within 26 weeks following Notice to Proceed as show in Table 1.

TABLE 1
Project Schedule

Task/Activity	Schedule
Preliminary Design Report (30% Design Submittal); 1 meeting	8 weeks following Notice to Proceed
Construction Document Submittal (90% Design Submittal); 1 meeting	12 weeks following Preliminary Design Report comment adjudication
Final Bid Documents Submittal (100% Design Submittal); no meeting	6 weeks following Contract Document comment adjudication

Note: A meeting is anticipated to be held with the City within 2 weeks after the 30% and 90% design submittals.

Permitting services provided under Task 2 are anticipated to begin after approval of the preliminary design report and 30% design package. The FDEP permit application will be submitted within 2 weeks after approval of the 30% design. The permit approval schedule is dependent on the regulatory agency.

Bidding services will commence after the City has published the project bid and will last the duration of the bidding process which is anticipated to be 6 weeks. The pre-bid conference is anticipated to be held within 2 weeks of the bid publication.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
TASK 1 – DESIGN SERVICES	1,639	$268,494
TASK 2 – PERMITTING SERVICES	14	$2,394
TASK 3 – BIDDING SERVICES	52	$9,029
Grand Total		$279,917

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 JACOBS and the City.

Acceptance

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

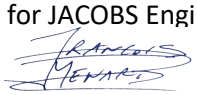
Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for JACOBS Engineering Group

By 

Title Vice President

Date October 13, 2023

Continuing Service Agreement Track Sheet

RFQ-20-03-COC

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Service Description: Engineering Services for Water System

Department: Utilities

Task Orders Issued: 73

Start Date: 2/5/2020

End Date: 2/4/2025

Extensions 1

Total Task Orders:	$9,542,105.92
Paid:	$5,702,211.17
Encumbered:	$3,241,959.24

Contract #	RFQ-20-03-COC	Vendor	Jacobs Engineering	Expires	2/4/2025	$9,542,105.92	$5,702,211.17	$3,241,959.24
Task Order	**Task Details**			**Approved**	**Status**	**Task Order Amt.**	**Paid**	**Encumbered**
2020-01	Cocoa Program Management Services for FY2020 for Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76256-40438; Notes: Liquidated $22,949.04, Amount Paid $173,387.96, PO # [DK-			2/13/2020	Completed	$339,431.00	$173,387.96	$0.00
2020-01.1	Reduction in time required for Task due to COVID-19 delays; Requested by Shawny Weston; Project # WS13BC; PO/RQ#: 76256-40438;			9/3/2020	Completed	($143,094.00)	$0.00	$0.00
2020-01.1 L	Liquidated; Requested by Shawny Weston				Completed	($22,949.04)	$0.00	$0.00
2020-02	FY2020 Cross Connection Control Program Assistance; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Task Order Approved amount is $124,902 but PO was only issued for $93,677.00 [DK-03/22/22]			2/13/2020	Completed	$93,677.00	$45,479.50	$0.00
2020-02.1	Reduction in time required to assist WFO with activities for Task 1, 2, 3 & 4; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Liquidated Amount $28,197.50 [DK-03/22/22]			5/26/2020	Completed	($20,000.00)	$0.00	$0.00
2020-02.1 L	Liquidated; Requested by Melinda Keesee				Completed	($28,197.50)	$0.00	$0.00

2020-03	FY2020 Program Management Services for Cocoa Utilities Bond Funded CIP Projects; Requested by Katherine Ennis; Project # WS19BO; PO/RQ#: 76255-40441; Notes: Liquidated Balance of $287,624.50 [DK-03/22/22] Original	2/13/2020	Completed	$325,016.00	$37,391.50	$0.00
2020-03 LI	Liquidated; Requested by Katherine Ennis		Completed	($287,624.50)	$0.00	$0.00
2020-04	FY2020 City of Cocoa Plan Review, Permitting Assistance & Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76254-40442; Notes: Liquidated Balance of $33,495.50 [DK-03/22/22]Original Task	2/26/2020	Completed	$178,052.00	$144,556.50	$0.00
2020-04 LI	Liquidated; Requested by Katherine Ennis		Completed	($33,495.50)	$0.00	$0.00
2020-05	FY2020 Water Field Operations (WFO) Support; Requested by Katherine Ennis; PO/RQ#: 76376-40594; Notes: Liquidated balance of $59,634.50 per Melinda [DK-03/22/22]	2/26/2020	Completed	$160,492.00	$70,857.50	$0.00
2020-05.1	Reduction in Time required for Task # 1; Requested by Melinda Keesee; Project # WS136BC; PO/RQ#: 76376-40594;	5/26/2020	Completed	($30,000.00)	$0.00	$0.00
2020-05.1 L	Liquidated; Requested by Melinda Keesee		Completed	($59,634.50)	$0.00	$0.00
2020-06	FY2020 Water System Program Management Services - Dyal Plant Support; Requested by Shawny Weston; PO/RQ#: 76412-40440; Notes: PO Balance Liquidated $23,711.75 per Shawny 12/07/20, [DK-03/22/22] Original Task Order Amount $168,322.00	2/26/2020	Completed	$168,322.00	$144,610.25	$0.00
2020-06 LI	Liquidated; Requested by Shawny Weston		Completed	($23,711.75)	$0.00	$0.00
2020-07	America's Water Infrastructure (AWIA Section 2013 Compliance Support; Requested by Katherine Ennis; PO/RQ#: 76253-40443; Notes: PO Balance Liquidated $48,379.68 [DK-03/22/22] Original Task Order Amount $188,914.00	2/26/2020	Completed	$188,914.00	$140,534.32	$0.00

2020-07 LI	Liquidated; Requested by Katherine Ennis		Completed	($48,379.68)	$0.00	$0.00
2020-08	Requested TO but never issued (Patrick AFB & Cape Canaveral AFS Water Utility Privatization); Requested by Jack Walsh Notes: Never Issued "$976,932.00"		Cancelled	$0.00	$0.00	$0.00
2020-09	Corrosion Control Study; Requested by Peter Davis; Project # WS19CF; PO/RQ#: 76439-40701; Notes: PO Balance Liquidated $13,366.46 [DK-03/22/22] Original Task Order Amount $111,058.00	4/8/2020	Completed	$111,058.00	$97,691.54	$0.00
2020-09 LI	Liquidated; Requested by Peter Davis		Completed	($13,366.46)	$0.00	$0.00
2020-10	Assistance & Support for SCADA; Requested by Shawny Weston; PO/RQ#: 76569-40860; Notes: PO Balance Liquidated $65,010.48 per Shawny [Dk-03/22/22] Original Task Order Amount $175,000.00	1/22/2020	Completed	$175,000.00	$109,989.52	$0.00
2020-10 LI	Liquidated; Requested by Shawny Weston		Completed	($65,010.48)	$0.00	$0.00
2020-11	Develop a Standard Operating Procedures (SOP) manual describing the operation of the Dyal WTP facilities and systems.; Requested by Shawny Weston; Project # WS20DM; PO/RQ#: 76986-41449;	8/26/2020	Completed	$143,094.00	$142,048.00	$0.00
2020-11 LI	Liquidated; Requested by Shawny Weston		Completed	($1,046.00)	$0.00	$0.00
2020-12	Update of Fixed Assets and Systems Data; Requested by Jack Walsh; Project # WS21FA; PO/RQ#: 76942-41400; Notes: PO Balance Liquidated $27,419.00 [DK-3/22/22]Original Task Order Amount $58,321.00	8/26/2020	Completed	$58,321.00	$30,902.00	$0.00
2020-12 LI	Liquidated; Requested by Jack Walsh		Completed	($27,419.00)	$0.00	$0.00

2021-13	FY21 Engineering Services for Water System Program Management Services - Water Supply; Requested by Shawny Weston; PO/RQ#: 77434-41950;	10/27/2020	Completed	$374,708.00	$423,969.15	$0.00
2021-13.1	Support Services for upgrades to SCADA servers; Requested by Sean McFarland; PO/RQ#: 77434-41950; Notes: City Manager signed proposal on 07/15/21. [DK-03/23/22]	7/13/2015	Completed	$65,000.00	$0.00	$0.00
2021-13.1 L	Liquidated; Requested by Sean McFarland		Completed	($15,738.85)	$0.00	$0.00
2021-14	FY21 Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77279-41814; Notes: Liquidated $12.50 per ICORF dated 09/12/22. See requ folder	9/23/2020	Completed	$178,052.00	$178,039.50	$0.00
2021-14 LI	Liquidated; Requested by Katherine Ennis		Completed	($12.50)	$0.00	$0.00
2021-15	FY21 Engineering Services for the Water System Program Mnagement Services for Cocoa Utilities Operating Revenuw Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77309-41885;	9/23/2015	Completed	$453,926.00	$413,870.54	$0.00
2021-15 LI	Liquidated; Requested by Katherine Ennis		Completed	($40,055.46)	$0.00	$0.00
2021-16	FY21 WFO Cross Connection Control (CCC) Support; Requested by Melinda Keesee; PO/RQ#: 77426-41873; Notes: PO Balance Liquidated $56,667.27 [DK-03/22/22]Original Task Order Amount $224,883.00	10/13/2020	Completed	$224,883.00	$168,215.73	$0.00
2021-16 LI	Liquidated; Requested by Melinda Keesee		Completed	($56,667.27)	$0.00	$0.00
2022-17	Program Management & SCADA Services; Requested by Shawny Weston; PO/RQ#: 78697-43602;	9/28/2021	Completed	$374,956.00	$374,952.50	$0.00

2022-17.1	Project Management & SCADA; Requested by Sean McFarland; PO/RQ#: 79774-44900; Notes: Emailed TO to Brian on 06/01/2022 for review and approval. Also asked him to save a copy of the proposal into the Task Order	7/12/2022	Completed	$115,164.00	$0.00	$0.00
2022-17.1 L	Liquidated; Requested by Sean McFarland		Completed	($7,110.02)	$0.00	$0.00
2022-18	FY22 WFO Division Cross Connection Control Support; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 79012-43961; Notes: 03/01/2023 per email from Melinda K. the remaining balance on this PO $19,302.50 is to be liquidated. Original Task Order Amount	9/14/2021	Completed	$224,850.00	$205,547.50	$0.00
2022-18 LI	Liquidated; Requested by Melinda Keesee		Completed	($19,302.50)	$0.00	$0.00
2022-19	FY22 Cocoa Program Plan Review, Permitting Assistance & Utility Support; Requested by Jack Walsh; Project # WS1221; PO/RQ#: 78728-43623; Notes: Liquidated $38,745.00 [DK-10/27/2022]Original Task Order	9/14/2021	Completed	$249,280.00	$210,535.00	$0.00
2022-19 LI	Liquidated; Requested by Jack Walsh		Completed	($38,745.00)	$0.00	$0.00
2022-20	FY22 Engineering Services for the Water System - Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 78704-43625;	9/14/2021	Completed	$597,069.00	$395,828.36	$0.00
2022-20 LI	Liquidated; Requested by Katherine Ennis		Completed	($201,240.64)	$0.00	$0.00
2022-21	Viera Booster Station Chloramination Improvements - Permitting & Design; Requested by Shawny Weston; Project # WS21VP; PO/RQ#: 78688-43590; Notes: Liquidated $2,016.50 [DK-10/27/22] Original Task Order	9/28/2021	Completed	$84,494.00	$82,477.50	$0.00
2022-21 LI	Liquidated; Requested by Shawny Weston		Completed	($2,016.50)	$0.00	$0.00

2022-22	FY22 Engineering Services for the Water System - Sea Ray Drive 36" Water Main Sykes Creek Crossing; Requested by Katherine Ennis; Project # WS21SC; PO/RQ#: 78709-43634;	9/28/2021	Active	$305,867.00	$259,381.06	$46,485.94
2022-23	Elevated Tank Rehabilitation - Design and Bidding Services; Requested by Peter Davis; Project # DYET22; PO/RQ#: 79792-44745; Notes: Task Order # 2022-23 provided to Peter on 04/01/2022 [DK-04/01/22] Estimated Proposal 35,056.00	5/5/2022	Active	$35,056.00	$28,545.50	$6,510.50
2022-24	36" Wm Relocation Seay Ray Drive Bridge (Sykes Creek); Project # WS21SC Notes: Emailed Task Order # to John Perrin [DK-06/06/2022] Per John this will need to be a FY23 Task Order. New Task Order #		Cancelled	$0.00	$0.00	$0.00
2022-25	Viera Pump Station Chlorination Improvements; Requested by David Veloza; Project # WS21VP; PO/RQ#: 80175-45458; Notes: Task Order # 2022-25 emailed to David Veloza [DK-06/29/2022]	9/13/2022	Active	$93,880.00	$25,138.50	$68,741.50
2023-26	FY23 City of Cocoa Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 80172-45444; Notes: Emailed TO # 2023-26 to Katie [DK-07/11/2022]	9/13/2022	Completed	$249,538.00	$258,075.50	$0.00
2023-26 LI	Liquidated Balance		Completed	($1,512.50)	$0.00	$0.00
2023-26.1	FY2024 Plan Review, Permitting Assistance and Utility Support; Requested by Kimberley Ross; PO/RQ#: 80172-45444; Notes: Emailed Task Order to Brian for approval 8.16.23 (cs) Emailed Task Order back to Requestor [DK-08/22/2023]	9/12/2023	Completed	$10,050.00	$8,537.50	$0.00
2023-27	FY23 Engineering Services for the Water System; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 80171-45443; Notes: Emailed Task Order # 2023-27 to Katie [DK-07/19/22] Emailed TO to Brian [DK-08/03/22]	9/13/2022	Active	$692,563.00	$591,710.25	$100,852.75
2023-28	FY23 Engineering Services for the Water System; Requested by Sean McFarland; PO/RQ#: 80061-45338; Notes: Task Order # 2023-28 provided to Sean via phone call. [DK-08/02/22]	9/13/2022	Completed	$399,726.00	$480,426.02	$0.00
2023-28 LI	Liquidate Balance		Completed	($4,820.43)	$0.00	$0.00

2023-28.1	Project Management Serices; Requested by Sean McFarland; PO/RQ#: 80061-1-45338; Notes: TO Amendment emailed to Brian [DK-05/25/2023] To Amendment emailed back to Requestor to get Council Approval	7/11/2023	Completed	$85,520.00	$80,700.02	$0.00
2023-29	Sea Ray Drive_Sykes Creek WM Crossing SDC; Requested by John Perrin; Project # WS21SC; PO/RQ#: 80515-45829; Notes: Emailed Task Order # 2023-29 to John Perrin [DK-08/03/2022] Emailed Task Order #2023-29 to Brian [CS-11/23/22]	12/13/2022	Active	$124,519.00	$26,304.00	$98,215.00
2023-30	FY23 WFO & Cross Connection Control (CCC) Support; Requested by Melinda Keesee; PO/RQ#: 80496-45805; Notes: emailed Task Order # 2023-30 to Melinda [DK-08/16/2022] emailed Task Order to Brian for approbval [DK-08/19/2022]	9/13/2022	Completed	$224,554.00	$169,426.00	$0.00
2023-30 LI	Liquidated Balance		Completed	($55,118.00)	$0.00	$0.00
2023-30.0	PO was issued for $10.00 less; Requested by Melinda Keesee		Completed	($10.00)	$0.00	$0.00
2023-30.1	FY23 WFO & Cross Connection Control (CCC) Support Adjustment; Requested by Melinda Keesee Notes: 11/14/2022 emailed Task Order Amendment to Brian [DK-11/14/2022]		Cancelled	$0.00	$0.00	$0.00
2023-31	Dyal Install New Well 17; Requested by David Veloza; Project # WS20DW; PO/RQ#: 81190-46703; Notes: Task Order # emailed to David [DK-05/18/2023] Emailed Task Order to Lora for Approval. [DK-06/26/2023]	7/11/2023	Active	$227,902.00	$58,248.50	$169,653.50
2023-32	Dyal WTP SCADA HMI Server; Requested by Katrina Combs; Project # WS18SC; PO/RQ#: 81218-46742; Notes: Emailed Task Order # 2023-32 to Katrina [DK-07/05/2023] Emailed Task Order to Brian for Approval [DK-07/07/2023]	7/25/2023	Active	$367,952.00	$19,407.60	$348,544.40
2023-33	Carbon Dioxide System Replacement; Requested by Katrina Combs; Project # WS23BR; PO/RQ#: 81348-46936; Notes: Emailed Katrina Task Order # [DK-07/17/2023] Emailed Task Order to Brian [DK-07/20/2023]		Active	$147,898.00	$3,082.50	$144,815.50
2024-34	FY2024 WFO & Cross Connection Control (CCC) Support; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 81449-47088; Notes: Emailed Task Order # to Melinda [DK-08/03/2023] Emailed Task Order to Brian for signature 8.10.23 (cs)		Active	$223,524.00	$15,309.00	$208,215.00

2024-35	FY2024 Engineering Services for the Water System Program Management Services - Water Supply and Water Treatment Support; Requested by Katrina Combs; PO/RQ#: 81497-47171; Notes: Task Order Number emailed to Katrina [DK-08/07/2023]	9/12/2023	Active	$434,676.00	$31,577.85	$403,098.15
2024-36	FY2024 Plan Review, Permitting Assistance and Utility Support; Requested by Kimberley Ross; PO/RQ#: 81450-47090; Notes: Emailed Task Order # to Kimberley [DK-08/07/2023] Emailed Task Order to Brian/Rebecca for signature 8.15.23 (cs)	9/12/2023	Active	$308,840.00	$20,469.50	$288,370.50
2024-37	FY2024 Engineering Services for the Water System - Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects; Requested by Kimberley Ross; PO/RQ#: 81454-47098; Notes: Emailed Task Order # to Kimberley [DK-08/07/2023]	9/12/2023	Active	$694,429.00	$34,987.50	$659,441.50
2024-38	Groundwater Membrane Treatability Study; Requested by Kimberley Ross; PO/RQ#: 81631-47300; Notes: Emailed Task Order # to Kim [DK-09/19/2023] Emailed Kim - Rate Amount different on proposal than on contract?	10/10/2023	Active	$699,015.00	$0.00	$699,015.00
2024-39	Banana River Booster Station Chloramination Improvements - Design, Permitting and Bidding Services; Requested by David Veloza Notes: Provided Task Order # to David Veloza (DK-10/04/2023) Emailed Task Order to Brian for approval (CS 12/29/23)		Pending	$279,917.00	$0.00	$0.00
2024-40	FY24 Lead and Copper Rule Revisions - Compliance Phase 3B Support Services; Requested by Kimberley Ross Notes: Emailed Task Order # to Kim (DK-11/14/2023) Emailed Task Order to Brian for approval (CS - 12.26.23)		Pending	$299,199.00	$0.00	$0.00
2024-41	Water System Capital Plan Update FY25 - FY45; Requested by Kimberley Ross Notes: Emailed Task Order # to Kim Ross (DK-12/12/2023)		Pending	$0.00	$0.00	$0.00

Cocoa CIP (FY24-28) Project Cost Estimates

Category	Project ID.	Project Name	Total Benefit Score	City Budget	Total Capital Costs	FY24-28 Total Cost				City funded in FY23?	Notes	Status
						Engineering and Permitting	Construction	SDC	Total			
Treatment	WS23BR	WT61 Dyal Carbon Dioxide Bulk Package System	93.00	2023, 2024	$1,650,000	$0	$2,000,000	$140,000	$2,140,000	yes	Estimate updated based on vendor quote received on 3/9/23. Added contingency and SDC.	Project not started. Design funded in FY23, construction budgeted for FY24
Treatment	WS21OZ	Ozone generators, processor, and destruct units replacement	81.20	2023	$3,900,000		$1,231,000	$352,000	$1,583,000	yes	Project design funded in FY22 for $375,000 and construction funded in FY23 for $3,900,000. Scope changed in February '23. Estimate updated based on vendor quote from 11/30/21 to reflect new scope. Add $1,583,000 to $4,275,00 for total of $5,858,000 for construction in FY24	Project not started, funded in FY23.
Treatment	TBD	TCR Pump Station Upgrade	65			$77,000	$770,000	$54,000	$901,000		New cost estimate developed by estimators.	New project
Treatment	WS18RD	WT63 - Replacement of Steel GST	55.20	2024, 2025	$5,000,000	$500,000	$4,500,000		$5,000,000	no	No change to this cost estimate	Project not started
Treatment	WS18BR	DS56 Banana River Chloramination Improvements	52.50	2023, 2024	$675,000	$0	$1,096,000 Add $300,000 for tank stairs and $389,400 for generator replacement. New Total - $1,785,400	$95,000 Will increase due to increased scope	$1,191,000 Will increase due to increased scope	yes	Estimate updated based on Viera project bids (added escalation and contingency to construction) Added additional scope of generator replacement, tank stairs and other items	Project not started. Design funded in FY23, construction budgeted for FY24.
Supply	WS0501	WS09 48-inch New Pipeline West of Well 7A to Dallas/Wewahootee	34.20	2025	$9,762,786	$1,024,000	$25,614,000	$1,281,000	$27,919,000	no	Cost estimate updated by estimators (design previously done by City; added design costs to be conservative)	Project not started.
Treatment	TBD	New Jockey HSP	29			$153,000	$1,525,000	$107,000	$1,785,000		New cost estimate developed by estimators.	New project
Supply	TBD	WS10 - Redundant Pipeline: Well 19 to 20	29.00	2025, 2026	$1,360,000	$165,000	$1,653,000	$116,000	$1,934,000	no	Cost estimate updated by estimators.	Project not started.
Supply	TBD	WS11 - Redundant Pipeline: Well 20 to 23	27.30	2026, 2027	$4,590,000	$540,000	$5,404,000	$378,000	$6,322,000	no	Cost escalated to 2023 dollars.	Project not started.
Supply	TBD	WS12 - Redundant Pipeline: Well 23 to 24	22.20	2027	$1,340,000	$158,000	$1,580,000	$111,000	$1,849,000	no	Cost escalated to 2023 dollars.	Project not started.
Supply	TBD	WS13 - Redundant Pipeline: Well 11 to 42	22.20	2026, 2027	$3,510,000	$413,000	$4,128,000	$289,000	$4,830,000	no	Cost escalated to 2023 dollars.	Project not started.
Treatment	TBD	Well Improvements (WS01 - Install pumps and piping at Wells 1T and 4T, WS02 - Install Wells 17T and 18T)	14.72	2027	$500,000	$326,000	$3,263,000	$228,000	$3,817,000	no	Cost escalated to 2023 dollars.	Project not started.

Legislation Details (With Text)

File #:	24-006	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	12/29/2023			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	

Title: To Approve Participation in a Cooperative Purchase Agreement Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 to Purchase One (1) 10-Ton HVAC Air Handling Unit, One (1) 5-Ton HVAC Air Handling Unit, and Three (3) 5-Ton HVAC Condensing Units from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2024 Budget, BAF# 24-038-T, to Reallocate Funds to Purchase Replacement HVAC Equipment from Trane®. To Approve a Contingency Resolution for any unforeseen costs related to this project. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Dyal Water Plant Pump Room RTU Replacements 2023-1.pdf
Dyal Water Plant RTU Replacements OMNIA Partners Estimate 2023.pdf
Dyal Water Main Building 2nd Floor 5T SS Replacements 2023.pdf
Dyal Water Main Building 2nd Floor 10T SS Replacements 2023.pdf
Dyal Water Treatment Plant 12_28_2023 Scheduled Service Agreement 2023.pdf
TTC LLC-Trane U.S. Inc. Assistant Secretary Certificate (Shareholding Pattern).pdf
Trane Technologies MOU_1540105.pdf
2023-12-21 E-Verify Contractor Affidavit (Trane).pdf
April Affidavit.pdf
COI EXP 04.14.24.pdf
PO# 81972 Trane US Inc. (Maitland).PDF
3341_TRANE_Master_Agreement.pdf
3341-Trane Authorization Memo.pdf
Budget Resolution FY 2024- ADA Compliant.pdf
BAF 24-038-T- Dyal Plant HVAC (MCC, Office, & Pump) - (01-23-24) Agenda 24-006.pdf
Contingency Resolution TRANE HVAC.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 29, 2023
Agenda Date: January 23, 2024
Prepared By: James Mitchell, Water Treatment Manager
Through: John A. Walsh, PE, Utilities Director
Chris M. Collier, Assistant Utilities Director

Requested Action:
To Approve Participation in a Cooperative Purchase Agreement Utilizing the Racine County,

Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 to Purchase One (1) 10-Ton HVAC Air Handling Unit, One (1) 5-Ton HVAC Air Handling Unit, and Three (3) 5-Ton HVAC Condensing Units from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2024 Budget, BAF# 24-038-T, to Reallocate Funds to Purchase Replacement HVAC Equipment from Trane®. To Approve a Contingency Resolution for any unforeseen costs related to this project.

BACKGROUND:

The Dyal WTP owns and maintains a combination of Trane® Heating, Ventilation, and Air Conditioning (HVAC) equipment located within various facilities consisting of air handlers, compressors, and chiller systems; therefore, Trane® equipment has been standardized for consistency of maintenance, repair parts, and interoperability with the existing equipment and proprietary environmental control automation systems. In addition, there is an active multi-year service agreement with Trane® to assist in maintaining HVAC equipment.

The Motor Control Centers (MCC) of the Dyal Water Treatment Plant (WTP) house sensitive electrical control systems and electrical switch gear that are essential to the operation of the plant. For the MCC's to function correctly, the operating environment must be temperature controlled. The two (2) 10-ton Trane® RTU HVAC units that serve this purpose were installed in 2010 and have reached their end of useful life, thus requiring immediate replacement. Due to this immediate need, the City Manager authorized sole source PO# 81972 in the amount of $54,650 to purchase the required equipment for the MCC room.

In addition to the HVAC units outlined above, a recent review of the Trane® HVAC equipment servicing the SCADA server room, operations console, laboratory, and office spaces in the main building revealed that these units have also reached the end of their useful life, and require replacement. The combined cost to replace one (1) 10-ton air handler, one (1) 5-ton air handler, and three (3) 5-ton condensing units is $61,180.

The total cost of the City Manager authorized Trane® PO ($54,650) combined with the additional requested Trane® HVAC equipment ($61,180) is $115,830, thus, necessitating City Council approval. In addition, the Purchasing Division is requesting that an additional $1,988. of project contingency, be added to the transfer for any unforeseen costs relating to the installation of the new HVAC equipment. ($117,818 with Contingency)

In addition to fully funding the requested purchase from OMNIA, and charge the expenditures to the correct financial account line, included with the budget transfer it is necessary to move available operating funds to the appropriate capital equipment budget in the amount of $24,035 for PO# 81758, that was for a previous Trane® HVAC capital purchase through Dittmer Air. Therefore, the budget adjustment grand total is $141,853 (BAF #24-038-T).

Staff is requesting City Council approval to purchase the additional Trane® HVAC units outlined above by utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341, effective September 1, 2022 through August 31, 2027, and to authorize a budgeted expenditure for this equipment not to exceed $117,818 with contingency. In addition, staff also requests the approval of a resolution amending the FY2024 budget to reallocate available operating funds to fully fund the previously purchased and currently required capital equipment.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes, BAF #24-038-T
Amount Requested:	($141,853)
Account Number:	421-4020-536.46-00
Account Name:	Repair & Maintenance
Source of Funds:	Operating Revenue
Transfer Account To:	421-4020-536.64-00
Transfer Account Name:	Machinery & Equipment WS23DC
Transfer Amount:	$54,650
Transfer Account To:	421-4020-536.64-00
Transfer Account Name:	Machinery & Equipment CA2402
Transfer Amount:	$87,203

Total Budget Transfer $141,853

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 to Purchase One (1) 10-Ton HVAC Air Handling Unit, One (1) 5-Ton HVAC Air Handling Unit, and Three (3) 5-Ton HVAC Condensing Units from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2024 Budget, BAF# 24-038-T, to Reallocate Funds to Purchase Replacement HVAC Equipment from Trane®. To Approve a Contingency Resolution for any unforeseen costs related to this project.

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Trane Turnkey Proposal



Turnkey Proposal For:
Todd Gould
Dyal Water Treatment Plant
28400 FL-520
Christmas, FL 32709

Local Trane Office:
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Local Trane Representative:
Jason Aki
Account Manager – Team Leader
Office: (407) 660-1111
Cell: (321) 228-8865

Job Name:
Pump Room RTU Replacements 2023

Trane Project ID:
7557268

Date:
December 8, 2023

OMNIA Partners / Trane Proposal #H3-129406-23-005

OMNIA Partners / Trane Contract #3341

TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help the Dyal Water Treatment Plant reach its performance goals and objectives. This proposed project is to upgrade the Rooftop Package Units for the Pump Room and it will enhance your operation by helping you to optimize your resources and provide newer, more efficient equipment.

We appreciate the effort from the Dyal Water Treatment team to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing turnkey retrofit services to help achieve a comfortable environment for the people who occupy the facility. For the people who own, manage, and maintain the site, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits you should expect from this project are highlighted below.

- Trane Safety Plans in Place
- Trane Installation Team Oversight
- Turnkey Project
- Newer, More Efficient Equipment with Factory Warranties

Trane appreciates the opportunity to earn your business. We look forward to partnering with you for your turnkey retrofit service needs.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.



Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

Prepared For:
Todd Gould
Dyal Water Treatment Plant

Date:
December 8, 2023

Job Name:
Dyal Water Treatment Plant
Pump Room RTU Replacements

Trane Project ID:
7557268

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on discussions with Dyal Water Plant personnel and site survey performed in December 2023.

Turnkey Installation of HVAC Equipment:

Qty	Description	Model Number
2	10-Ton RTU	TSJ120A

Product Data – Rooftop Package Unit
Item: A1 Qty: 2

DX Package Rooftop Unit
10 Ton Nominal Cooling Capacity
460Volt 3 Phase 60 Hertz
Symbio Controller
R410 Refrigerant
CompleteCoat Condenser Coil Corrosion Coating
One-Year Parts and Labor Warranty Whole Unit

Mechanical Installation:

- Recover refrigerant from existing rooftop units using EPA approved techniques.
- Disconnect electrical wiring, condensate drain line and supply and return ductwork from existing rooftop units.
- Remove and dispose of existing rooftop units.
- Provide and install two (2) Trane 10-ton rooftop units.
- Secure new rooftop units to existing roof curbs. Existing roof curbs to be reused.
- Connect new rooftop units to existing electrical service, condensate drain lines and supply and return ductwork.
- Perform factory startup and checkout to ensure proper system operation.
- Provide submittals and closeout documentation.

Note: Dyal Water Plant to provide crane to remove existing units from roof and set new units in place.

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Proposal Notes/ Clarifications:

- All work to be completed during normal Trane business hours, 8am to 5pm, Monday thru Friday.
- No fire alarm or fire sprinkler work are included.
- Temporary cooling is not provided as part of this project.
- All work not specified is not included and is to be considered extra.
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.
- Asbestos or hazardous material abatement removal, if necessary, shall be performed by customer.
- Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site.

Investment for this Project .....$27,325 per RTU

Additional investment for 2nd - 5th Years Equipment Parts & Labor Warranties..... $608 per RTU

Additional Cost if Trane is to provide Crane to remove and set units on roof.....$1,500 per RTU*

** If both units are replaced at the same time, the crane add will be a one-time charge of $1,500.*

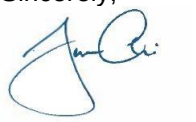
Above pricing based upon OMNIA Partners / Trane Contract #3341.

Financial items not included:

- Bid, Payment, or Performance Bond
- Guarantee of any energy, operational, or other savings
- Liquidated or consequential damages

Thank you for this opportunity to be of service. If you have any questions or need any additional information, we can be reached by calling the Trane office at (407) 660-1111.

Sincerely,



Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

cc: Rachel Unruh – Dyal Water Plant
Seve Hewitt – Trane

Acceptance of Proposal By:

Customer: _____

Signed: _____

By: _____

Title: _____

Date: _____

Customer P.O. # (if any): _____

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

Proposal is valid 30 days from December 8, 2023.

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COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

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"Company" shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable

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for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY .OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

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23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

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Update to the terms of service agreement:

ES 12/27/2023

1- Payment shall be in accordance with the Florida State Prompt Payment act

ES 12/27/2023

2- Indemnification should be replaced with the following:

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

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

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

In consideration of the CONTRACTOR's indemnity obligations, OWNER specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

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

I. The following conditions should be added to the agreement:

ES 12/27/2023

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

GOVERNING LAW & VENUE - This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any

state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

ES
12/27/2023

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

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

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

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

TRANE / OMNIA Partners Contract #3341

OMNIA Partners / Trane Proposal #H3-129406-23-005

PROJECT: Dyal Water Plant Pump Room RTU Replacements

EQUIPMENT

	Product Code	LIST	OP MULT.	OMNIA Partners SELL PRICE
10T RTU	1613	$ 41,933.00	0.3675	$ 15,410.38
10T RTU	1613	$ 41,933.00	0.3675	$ 15,410.38
1-Yr Labor Warranty	NET	$ 716.00		$ 716.00

LABOR

OMNIA Partners LABOR CLASSIFICATION	LABOR RATE / HR	HRS	
HVAC Commercial AC Tech	$ 173.33	60	$ 10,399.80
HVAC Building Automation System Technician	$ 194.12	8	$ 1,552.96
Trane Project Manager	$ 196.02	12	$ 2,352.24
Trane Project Administrator	$ 143.24	8	$ 1,145.92

MISCELLANEOUS MATERIAL

	Cost	
Mat'l (subs, permit, misc, etc.) @ 28.5% Margin	$4,340.50	$ 6,070.63

SUB-TOTAL	**$ 53,058.30**
Project Warranty	**$ 1,591.75**
OMNIA Partners Sell Price:	**$ 54,650.05**

Trane Turnkey Proposal



Turnkey Proposal For:
Rachel Unruh
Chief of Maintenance
Dyal Water Treatment Plant
28400 FL-520
Christmas, FL 32709

Local Trane Office:
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Local Trane Representative:
Jason Aki
Account Manager – Team Leader
Office: (407) 660-1111
Cell: (321) 228-8865

Job Name:
Main Building 2nd Floor
5T Split System Replacement 2023

Trane Project ID:
7031426-1

Date:
December 18, 2023

OMNIA Partners / Trane Proposal # H3-129406-22-001

OMNIA Partners / Trane Contract #3341

TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help the Dyal Water Treatment Plant reach its performance goals and objectives. This proposed project is to upgrade the 5-Ton split system serving the Main Building 2nd Floor Console area and it will enhance your operation by helping you to optimize your resources and provide newer, more efficient equipment.

We appreciate the effort from the Dyal Water Treatment team to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing turnkey retrofit services to help achieve a comfortable environment for the people who occupy the facility. For the people who own, manage, and maintain the site, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits you should expect from this project are highlighted below.

- Trane Safety Plans in Place
- Trane Installation Team Oversight
- Turnkey Project
- Newer, More Efficient Equipment with Factory Warranties

Trane appreciates the opportunity to earn your business. We look forward to partnering with you for your turnkey retrofit service needs.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.



Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

Prepared For:
Rachel Unruh
Chief of Maintenance
Dyal Water Treatment Plant

Date:
December 18, 2023

Job Name:
Dyal Water Treatment Plant – Main Building
2nd Floor Console 5T SS Replacement

Trane Project ID:
7031426-1

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on discussions with Dyal Water Plant personnel and site survey performed in July 2022.

Turnkey Installation of HVAC Equipment:

- One (1) Trane Air Handling Unit (AHU)
  - One (1) 5-ton Model #TWE060, 208/230 volt, Single phase, Single Circuit
- One (1) Trane Condensing Unit (CU)
  - One (1) 5-ton Model #4TWR5060, 208/230 volt, Single phase

Mechanical Installation:

- Disconnect the existing electrical, duct work, copper connections and condensate drain line.
- Remove and dispose of existing equipment.
- Flush out existing copper line sets for re-use.
- Set one (1) new AHU on existing AHU stand.
- Set one (1) new CU on existing hurricane stand on roof.
- ***Crane to be provided by Dyal Water Plant to get new equipment to roof.***
- Secure new CU to existing hurricane stand using (2) 1" 16g straps over top of CU and secure to hurricane rail.
- Connect existing electrical and low voltage wiring to new AHU.
- Provide and install new seal tight whip from existing conduit outside to power connection at CU.
- Re-connect existing return and supply plenums to new AHU to match existing.
- Insulate ductwork that was reconnected to unit to match existing insulation and finish.
- Install a new SCH40 PVC p-trap for AHU and connect to existing drain line.
- Install a new overflow safety switch for AHU.
- Pressurize system with nitrogen to ensure a leak free installation.
- Remove existing suction line copper insulation and metal jacketing from the bottom of the existing line chase cover on outside of wall to new CU connection only.
- Install new cushioned copper pipe clamps on existing copper piping outside on roof from bottom of line chase cover to new CU.

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- Insulate suction line and install new aluminum metal jacketing from the bottom of line chase cover to new CU connection.
- Vacuum down system to proper micron levels.
- Perform startup of new split system to ensure proper operation. (Includes any 410a refrigerant)
- Provide mechanical permit.
- Clean up of materials and debris removal from site.

Proposal Notes/ Clarifications:

- ***Crane to be provided by Dyal Water Plant to set new equipment on roof.***
- All work to be completed during normal Trane business hours, 8am to 5pm, Monday thru Friday.
- No fire alarm or fire sprinkler work are included.
- Temporary cooling is not provided as part of this project.
- All work not specified is not included and is to be considered extra.
- Engineered drawings and bonding are not included.
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.
- Asbestos or hazardous material abatement removal, if necessary, shall be performed by customer.
- Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site.

Investment for this Project $23,596

Additional investment for 2nd - 5th Years Equipment Parts & Labor Warranties..... $325

Additional Cost if Trane is to provide Crane to remove and set units on roof..... $1,500

Above pricing based upon OMNIA Partners / Trane Contract #3341.

Financial items not included:

- Bid, Payment, or Performance Bond
- Guarantee of any energy, operational, or other savings
- Liquidated or consequential damages

Thank you for this opportunity to be of service. If you have any questions or need any additional information, we can be reached by calling the Trane office at (407) 660-1111.

Sincerely,



Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

cc: Todd Gould – Dyal Water Plant
Seve Hewitt – Trane

Acceptance of Proposal By:

Customer: _____

Signed: _____

By: _____

Title: _____

Date: _____

Customer P.O. # (if any): _____

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COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

Proposal is valid 30 days from December 18, 2023.

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"Company" shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable

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for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY .OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

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23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

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Trane Turnkey Proposal



Turnkey Proposal For:
Rachel Unruh
Chief of Maintenance
Dyal Water Treatment Plant
28400 FL-520
Christmas, FL 32709

Local Trane Office:
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Local Trane Representative:
Jason Aki
Account Manager – Team Leader
Office: (407) 660-1111
Cell: (321) 228-8865

Job Name:
Main Building 2nd Floor
10T Split System Replacement 2023

Trane Project ID:
7031426-2

Date:
December 18, 2023

OMNIA Partners / Trane Proposal # H3-129406-22-001

OMNIA Partners / Trane Contract #3341

TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help the Dyal Water Treatment Plant reach its performance goals and objectives. This proposed project is to upgrade the 10-Ton split system serving the Main Building 2nd Floor Office area and it will enhance your operation by helping you to optimize your resources and provide newer, more efficient equipment.

We appreciate the effort from the Dyal Water Treatment team to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing turnkey retrofit services to help achieve a comfortable environment for the people who occupy the facility. For the people who own, manage, and maintain the site, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits you should expect from this project are highlighted below.

- Trane Safety Plans in Place
- Trane Installation Team Oversight
- Turnkey Project
- Newer, More Efficient Equipment with Factory Warranties

Trane appreciates the opportunity to earn your business. We look forward to partnering with you for your turnkey retrofit service needs.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.



Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

Prepared For:
Rachel Unruh
Chief of Maintenance
Dyal Water Treatment Plant

Date:
December 18, 2023

Job Name:
Dyal Water Treatment Plant – Main Building
2nd Floor Office 10T SS Replacement

Trane Project ID:
7031426-2

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on discussions with Dyal Water Plant personnel and site survey performed in July 2022.

Turnkey Installation of HVAC Equipment:

- One (1) Trane Air Handling Unit (AHU)
  - One (1) 10-ton Model #TWE120, 208/230 volt, 3 phase, Dual Circuit
- Two (2) Trane Condensing Units (CUs)
  - Two (2) 5-ton Model #4TWA4060, 460 volt, 3 phase

Mechanical Installation:

- Disconnect the existing electrical, duct work, copper connections and condensate drain line.
- Remove and dispose of existing equipment.
- Flush out existing copper line sets for re-use.
- Set one (1) new AHU on existing AHU stand.
- Set two (2) new CUs on existing hurricane stands on roof.
- ***Crane to be provided by Dyal Water Plant to get new equipment to roof.***
- Secure new CUs to existing hurricane stands using (2) 1" 16g straps over top of CUs and secure to hurricane rails.
- Connect existing electrical and low voltage wiring to new AHU.
- Provide and install new seal tight whips from existing conduit outside to power connections at CUs.
- Re-connect existing return and supply plenums to new AHU to match existing.
- Insulate ductwork that was reconnected to unit to match existing insulation and finish.
- Install a new SCH40 PVC p-trap for AHU and connect to existing drain line.
- Install a new overflow safety switch for AHU.
- Pressurize both circuits with nitrogen to ensure a leak free installation.
- Remove existing suction line copper insulation and metal jacketing from the bottom of the existing line chase cover on outside of wall to new CUs connection only.
- Install new cushioned copper pipe clamps on existing copper piping outside on roof from bottom of line chase cover to new CUs.

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- Insulate suction line and install new aluminum metal jacketing from the bottom of line chase cover to new CU connections.
- Vacuum down systems to proper micron levels.
- Perform startup of new split system to ensure proper operation. (Includes any 410a refrigerant)
- Provide mechanical permit.
- Clean up of materials and debris removal from site.

Proposal Notes/ Clarifications:

- ***Crane to be provided by Dyal Water Plant to set new equipment on roof.***
- All work to be completed during normal Trane business hours, 8am to 5pm, Monday thru Friday.
- No fire alarm or fire sprinkler work are included.
- Temporary cooling is not provided as part of this project.
- All work not specified is not included and is to be considered extra.
- Engineered drawings and bonding are not included.
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.
- Asbestos or hazardous material abatement removal, if necessary, shall be performed by customer.
- Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site.

Investment for this Project $37,584

Additional investment for 2nd - 5th Years Equipment Parts & Labor Warranties..... $1,337

Additional Cost if Trane is to provide Crane to remove and set units on roof..... $1,500

Above pricing based upon OMNIA Partners / Trane Contract #3341.

Financial items not included:

- Bid, Payment, or Performance Bond
- Guarantee of any energy, operational, or other savings
- Liquidated or consequential damages

Thank you for this opportunity to be of service. If you have any questions or need any additional information, we can be reached by calling the Trane office at (407) 660-1111.

Sincerely,



Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

cc: Todd Gould – Dyal Water Plant
Seve Hewitt – Trane

Acceptance of Proposal By:

Customer: _____

Signed: _____

By: _____

Title: _____

Date: _____

Customer P.O. # (if any): _____

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COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

Proposal is valid 30 days from December 18, 2023.

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"Company" shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable

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for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY .OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

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23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

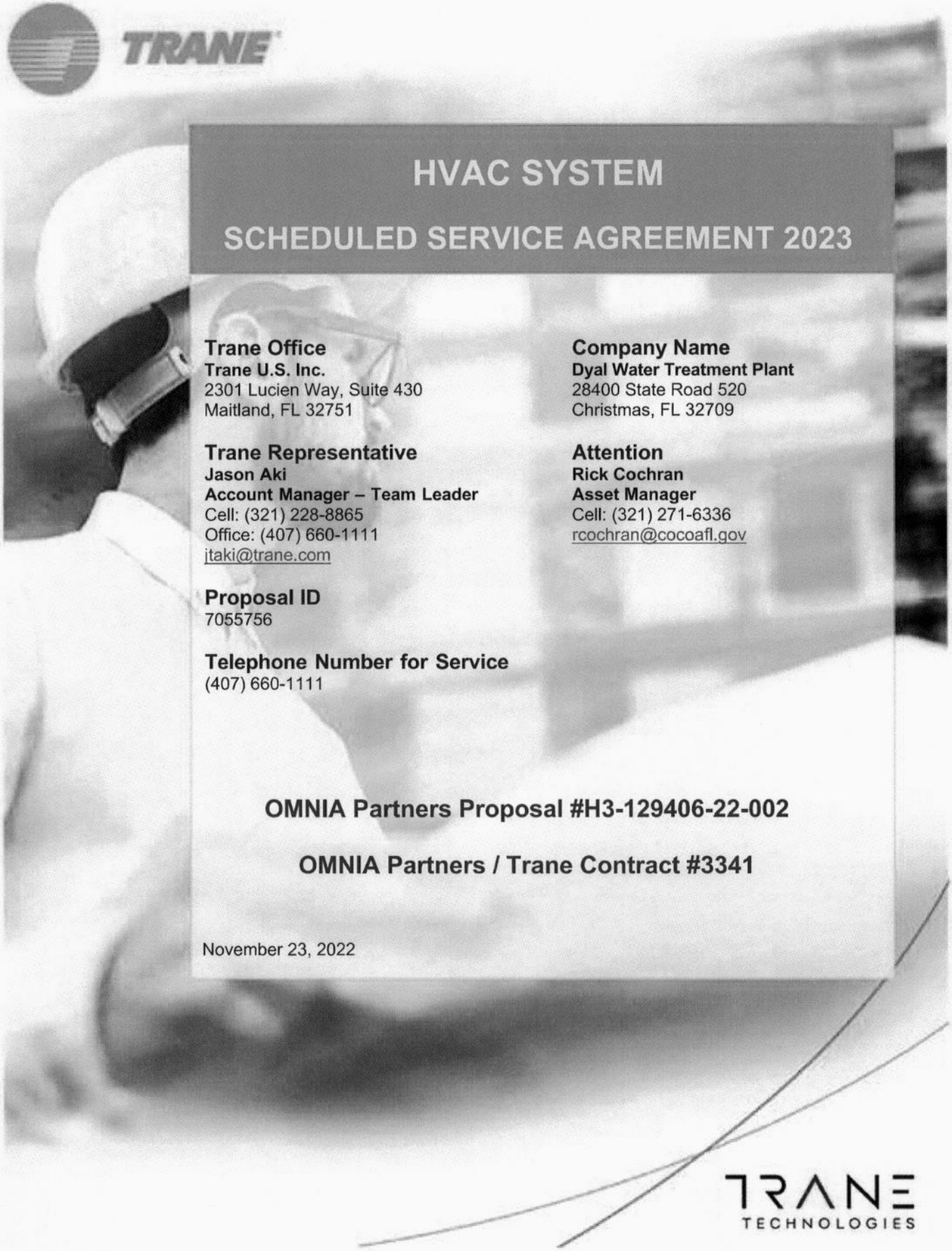
29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

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HVAC SYSTEM

SCHEDULED SERVICE AGREEMENT 2023

Trane Office
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Company Name
Dyal Water Treatment Plant
28400 State Road 520
Christmas, FL 32709

Trane Representative
Jason Aki
Account Manager – Team Leader
Cell: (321) 228-8865
Office: (407) 660-1111
jtaki@trane.com

Attention
Rick Cochran
Asset Manager
Cell: (321) 271-6336
rcochran@cocoafl.gov

Proposal ID
7055756

Telephone Number for Service
(407) 660-1111

OMNIA Partners Proposal #H3-129406-22-002

OMNIA Partners / Trane Contract #3341

November 23, 2022

TRANE TECHNOLOGIES



EXECUTIVE SUMMARY

This **Scheduled Service Agreement** provides an integrated approach to planned maintenance for your HVAC equipment and building automation system (BAS). It is an effective service strategy. After all, both systems must work together to your building comfortable and energy efficient.

Under this combined service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. Our local factory trained technicians keep your HVAC and BAS running efficiently and reliability, as two interdependent systems.

As an HVAC and systems service provider, Trane offers many advantages:

- Confidence that your HVAC equipment and BAS are being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. *(FEMP) O&M Guide 2010*

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.



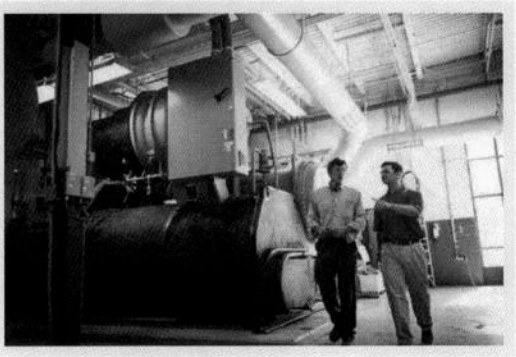
SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS.

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.



Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee

TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

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REFRIGERANT MANAGEMENT



US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** **This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.**

Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constrains to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has ***all*** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

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HVAC EQUIPMENT COVERAGE

Dyal Water Plant

Site	Equipment Type	Manufacturer	Model Number	Serial Number	Notes
Building 1	SS Air Handling Unit	Trane	TWE120B300EL	8402L2LBD	AHU 10T
	SS Air Handling Unit	Trane	TWE060A100EL	9352PC1BD	AHU 5T
	SS Air Handling Unit	Trane	TWE120B300EL	8435LMKBD	AHU 10T
	SS Air Handling Unit	Lennox	CBX40UHV-30-230-6-03	1613L08706	AHU 2.5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	9351Y122F	CU 5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	9351Y4G2F	CU 5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	93333GG2F	CU 5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	9352LAT2F	CU 5T
	SS Condensing Unit	Trane	2TWB3060A1000AA	9351Y3M2F	CU 5T
	SS Condensing Unit	Lennox	XP16-024-230-11	5814L03695	CU 2T
	Building Automation System	Trane	VariTrac	N/A	BAS
	Rooftop Unit	Trane	TSC120E4R	103410721L	RTU-1
	Rooftop Unit	Trane	TSC120E4R	103411365L	RTU-2
Filter Gallery	SS Condensing Unit	Trane	TTA120D400	12282T54YA	AHU 10T
	SS Air Handling Unit	Trane	TWE120D300	13171K6WBA	CU 10T
	SS Condensing Unit	Trane	TTA120D400	1231569DYA	AHU 10T
	SS Air Handling Unit	Trane	TWE120D300	13171LC3BA	CU 10T
Filter Gallery - Electrical	SS Condensing Unit	Trane	4TTR7024A1000BA	192912FM2F	3-CU-1
	SS Air Handling Unit	Trane	GAM5B0A24M21EAB	19222M8B1V	2T AHU
Building 2	SS Condensing Unit	Trane	2TTB3018A1000AA	9343SKL3F	1.5T CU
	SS Condensing Unit	Trane	2TTB3018A1000AA	9343SS43F	1.5T CU
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	81750S31V	AHU #1
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	83810X31V	AHU #2
Building 5	SS Condensing Unit	Trane	4TTR4018L1000AB	193514LGAF	1.5T CU
	SS Condensing Unit	Trane	4TTR4018L1000AB	193514N0AF	1.5T CU
	SS Air Handling Unit	Trane	TEM4A0B18S21SBA	190754A33V	AHU #1
	SS Air Handling Unit	Trane	TEM4A0B18S21SBA	19062XNC3V	AHU #2
Building 6	SS Condensing Unit	Trane	4TTR4018L1000AB	193514YHAF	1.5T CU
	SS Air Handling Unit	Trane	TEM4A0B18S21SBA	19331WLT3V	1.5T AHU
Building 7	SS Condensing Unit	Trane	4TTB3030D1000A	11184XEC3F	2.5T CU
	SS Air Handling Unit	Trane	4TEC3F30B1000AA	11245SL7AV	2.5T AHU

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Building 8	Air-Cooled Chiller	Trane	CGAM100	U19E73671	Chiller #1
	Air-Cooled Chiller	Trane	CGAM100	U19E73670	Chiller #2
	Chilled Water Pump	WEG	213TC	7.5hhp	CHW Pump #1
	Chilled Water Pump	WEG	213TC	7.5hhp	CHW Pump #2
	Chilled Water AHU	Carrier	39SHK09-4W	1714R43535	CHW AHU #1
	Chilled Water AHU	Carrier	39SHK09-4W	1714R43536	CHW AHU #2
	SS Condensing Unit	Trane	TTP024C100A3	N082TBFCF	SS CU - B8
	SS Air Handling Unit	Trane	TWE024C14FA0	N0810T31V	SS AHU - B8
Building 9	SS Condensing Unit	Trane	TTP024C100A3	N291M9YFF	2T CU
	SS Condensing Unit	Trane	TTP018C100A2	N283P8RFF	1.5T CU
	SS Air Handling Unit	Trane	TWE024C14FA0	N301WN71V	2T AHU
	SS Air Handling Unit	Trane	TWE018C14FA0	N301WKW1V	1.5T AHU
Building 11	Rooftop Unit	Trane	TZC048F	171910242L	RTU-1
	Rooftop Unit	Trane	TZC048F	171910228L	RTU-2
Building 12	SS Condensing Unit	Trane	2TTB3018A1000AA	9343SHT3F	1.5T CU
	SS Condensing Unit	Trane	2TTB3018A1000AA	9343STG3F	1.5T CU
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	81750SS1V	AHU #1
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	8175SN31V	AHU #2
Building 15	Mini Split Condensing Unit	Trane	TRUZA0181KA70NA	03U014367H1J32	ACCU2
	Mini Split Air Handling Unit	Trane	TPKA0A0181HA70A	9XA000037G6B36	AHU-1
	SS Air Condensing Unit	Trane	TTA180	21042728TA	ACCU1
	SS Air Handling Unit	Trane	TWE180	20442306WA	AHU-2
Building 16	Mini Split Condensing Unit	Trane	TRUYA0421K070NA	9343SHT3F	ACCU1
	Mini Split Air Handling Unit	Trane	TPVA0421AA70A	11G0000832P813	AHU-1
	Mini Split Condensing Unit	Trane	TRUYA0421KA70NA	9343STG3F	ACCU2
	Mini Split Air Handling Unit	Trane	TPVA0421AA70A	11G0000932P813	AHU-2
Taylor Creek	SS Condensing Unit	Trane	2TTB3024A1000CA	14163L373F	8-CU-1
	SS Air Handling Unit	Trane	TWE030C140F1	N29348A1V	8-AHU-1
Weewahootee	Mini-Split Condensing Unit	Carrier	RAV-SP180AT2-UL	302P0071	1.5T MS CU
	Mini-Split Air Handling Unit	Carrier	RAV-SP180KRT-UL	32600031	1.5T MS AHU
	Mini-Split Condensing Unit	Carrier	24ABB342A300	4113E18180	2T CU
	Mini-Split Air Handling Unit	Carrier	FB4CNF042	4213A84972	2T AHU
	SS Condensing Unit	Trane	4TTR4024L1000BA	17215AL24F	2T CU
	SS Air Handling Unit	Trane	TEM4A0B24S21SAA	17301SFW3V	2T AHU

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Downtown Cocoa Plant	Mini-Split Condensing Unit	Mitsubishi	PUMY-P60NKMU	54U03365C	CU-1
	Mini-Split Condensing Unit	Mitsubishi	PUMY-P60NKMU	54U03402C	CU-2
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E2	54M00556	AHU-1
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E3	54M00558	AHU-2
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E4	54M00552	AHU-3
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E5	54M00563	AHU-4

**** See Appendix for detailed Scope of Services for each maintenance inspection.***

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PRICING AND ACCEPTANCE

Attention:
Rick Cochran
Asset Manager

Site Address:
Dyal Water Plant
28400 State Road 520
Christmas, FL 32709

Trane Service Agreement
This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "HVAC Systems Scheduled Service Agreement," the consecutively numbered pages immediately following such title page and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee
As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Investment
Year 1: 01/01/2023 – 09/30/2023	$40,716

Labor
Annual Inspection (Quantity 1) = 160 hours x $155/hour = $24,800
Routine Inspections (Quantity 2) = 40 hours x $155/hour x 2 Inspections = $12,400

Materials
Filters, belts, consumables, etc. at 27.5% Gross Margin = $3,516

Optional Contract Renewal Terms	Annual Investment
Year 2: 10/01/2023 – 09/30/2024	$49,812
Year 3: 10/01/2024 – 09/30/2025	$51,804
Year 4: 10/01/2025 – 09/30/2026	$53,876
Year 5: 10/01/2026 – 09/30/2027	$56,032

Note: Year 1 includes one (1) Annual Inspection and two (2) routine inspections as it is pro-rated to match the City of Cocoa's fiscal year. Optional Years 2-5 include one (1) Annual Inspection and three (3) Routine Inspections.

**** The above pricing is based upon the OMNIA Partners / Trane Contract #3341. All repairs and miscellaneous materials markup will be based upon the Central Florida regional pricing.***

☐ Service Fee Discount. A **one-time three percent (3%) discount** is offered for full payment of one year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

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In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term
The Initial Term of this Service Agreement is **January 1, 2023 - September 30, 2023**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on **September 30, 2023**, this Agreement may be renewed at Customer's option for successive periods of one (1) year (the 'Renewal Term') until terminated as provided herein and in accordance with the Annual Investment summary provided on Page 8. Customer shall notify Trane by telephone or by U.S. mail thirty (30) days prior to the expiration of the Initial Term or a subsequent Renewal Term of its intent to extend this Agreement for an additional Renewal Term. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (407) 660-1111 or by direct mail addressed to: 2301 Lucien Way, Suite 430 Maitland, FL 32751.

Cancellation by Customer Prior to Services; Refund; Cancellation for Cause
If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company. In addition, should Trane materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the Customer, the Customer shall be entitled to terminate this Agreement immediately and Trane shall refund the Customer any pre-paid fees for Services not delivered to the Customer satisfaction by Trane.

Cancellation by Company
This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE Dyal Water Plant		TRANE ACCEPTANCE Trane U.S. Inc.	
Authorized Representative	02/28/2023	Submitted By: **Jason Aki**	03/01/2023
Stockton Whitten Printed Name		Proposal Date: November 23, 2022 Cell: (321) 228-8865 Office: (407) 660-1111 License Number: CMC1249843	
City Manager Title			

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			Authorized Representative
Purchase Order			Senior Area General Manager
02/28/2023			Title
Acceptance Date		01/20/2023	
		Signature Date	

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TERMS AND CONDITIONS

TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services").

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due and payable in accordance with the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Without liability to Customer, Company may discontinue performance whenever payment is overdue and upon ten (10) days' written notice to Customer.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation

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of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate ninety (90) days after termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, CONTAMINANTS), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.

11. Indemnity. Trane shall protect, defend, indemnify and hold harmless, the Customer, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which City, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions, or willful misconduct of Trane, its employees, or agents, arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the Trane, its employees or agents; or any breach of this Agreement by Trane, its employees or agents, except to the extent of the sole negligence, wrongful acts or omissions of the Customer or its agents, elected or appointed officials, employees, or representatives. For purposes of this indemnification only, Trane shall indemnify the Customer for claims made by the employees of Trane, and Trane hereby waives its entitlement, if any, to immunity under SECTION 440.011, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE LIMITS OF APPLICAPLE INSURANCE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMERS NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, CONTAMINANTS LIABILITIES) AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos poly¬chlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazard¬ous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to

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resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights In the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

22. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS. Service Provider agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Service Provider related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the City or the Service Provider. If and to the extent said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Service Provider are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the City's designated custodian of public records. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall

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at any and all reasonable times during the normal working hours of the Service Provider be open and freely exhibited to the CITY for the purpose of examination and/or audit. Service Provider is required to and agrees to comply with public records laws. Service Provider shall keep and maintain all public records required by the City to perform the services as agreed to herein. Service Provider shall provide the City, upon request from the City Clerk, copies of the requested public records at no cost or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Service Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Upon completion of the Agreement, Service Provider shall transfer to the City, at no cost, copies of all public records in possession of the Service Provider. Upon such transfer, Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Service Provider acknowledges that if the Service Provider does not provide the public records to the City within a reasonable time, the Service Provider may be subject to penalties under Section 119.10, Florida Statutes. The Service Provider acknowledges that if a civil action is filed against the Service Provider to compel production of public records relating to this Agreement, the court may assess and award against Service Provider the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Service Provider, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Service Provider to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Service Provider fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Service Provider's failure to comply with this Section, the City shall collect from Service Provider prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Service Provider. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Service Provider's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

23. CHOICE OF LAW; VENUE: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Agreement, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

24. E-Verify. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Company shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Company shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Company shall provide a copy of all subcontractor affidavits to the Customer upon receipt and shall maintain a copy for the duration of the Agreement. Company must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Company stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the Customer. Company shall be liable for all costs incurred by the Customer securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

25. The City intends to avail itself of the benefits of Section 769.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Service Provider agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person over two hundred thousand dollars ($200,000.00), or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

1-26.130-7 (0821)
Supersedes 1-26.130-7 (0720)

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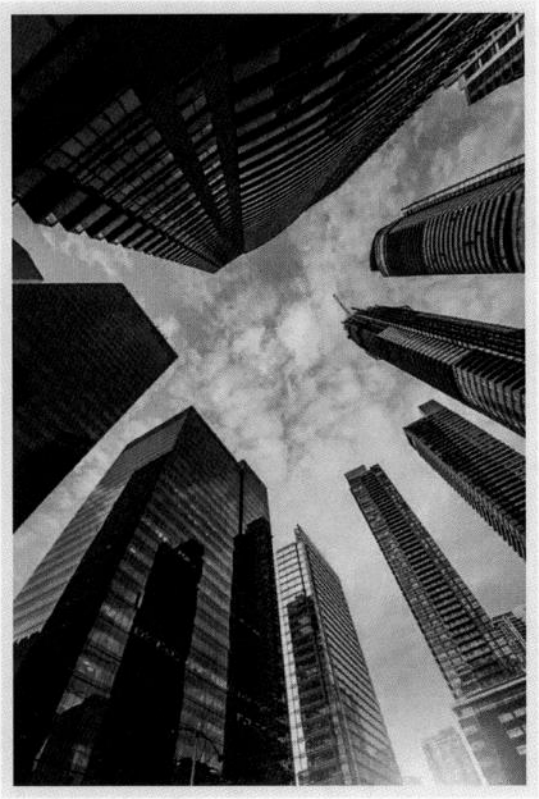


APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.



SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.

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CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

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CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Air Cooled Condenser Annual Inspection – Qty. 1
Description

- Lock Out Tag Out Condenser
- Electrical Inspection-Unitary
- Leak Test Inspection (Positive Pressure)
- Condenser Coil Check
- Condenser Physical Fan Check
- Remove Lock Out Tag Out and Restore Power
- Manual Log

Service 2: Air Cooled Condenser Routine Inspection – Qty. 2
Description

- Lock Out Tag Out Condenser
- Condenser Coil Check
- Unitary Visual Equipment Inspection
- Remove Lock Out Tag Out and Restore Power

Service 3: Odyssey Annual Inspection – Qty. 1
Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning (Light Commercial)
- Meg Supply Fan Without VFD
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check (Odyssey)
- Start Up Seasonal Cooling

Service 4: Odyssey Routine Inspection – Qty. 2
Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO

Service 5: Precedent Annual Inspection – Qty. 1
Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Evaporator Coil Cleaning, No LOTO
- Condensate Drip Pan Treatment
- Supply Fan Inspection
- Condenser Fan Check
- Bearing Lubrication
- Filter Inspection And Change
- Electrical Inspection

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- Check Damper - M Series, BYC
- Seasonal Cooling Start Up
- Log Unit

Service 6: Precedent Routine Inspection – Qty. 2
Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Filter Inspection And Change
- Condensate Drip Pan Treatment
- Log Unit (Unitary)

Service 7: RTAA Annual (Water Coil Cleaning) – Qty. 1
Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Water (Applied)
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- Manual Log With Electronic Device
- Complete Required Paper Work

Service 8: RTAA Routine Inspection – Qty. 2
Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check

Service 9: Split System Air Handler Annual Inspection (Includes Condenser) – Qty. 1
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Supply Fan and Motor Inspection (Direct Drive)
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)
- Lock Out Tag Out Condenser

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- Condenser Coil Check (Generic)
- Coil Cleaning Solution
- Condenser Physical (One) Fan Check (Generic Condensing Unit)
- Electrical Inspection (Light Commercial Condensing Unit)
- Log Unit (NTP Cooling)

Service 10: Split System Air Handler Routine Inspection (Includes Condenser) – Qty. 2
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Visual Electrical Inspection
- Generic Check Delta T
- Log Unit (NTP Air Handler)

Service 11: Building Automation System Analysis and Review – Routine Inspection – Qty. 3
Description

- System Controller Inspection
- Verify System Software Programming
- System Back-Up
- Customer Review

Notes:

1. Filter to be replaced during the routine and annual inspections.
2. Belts to be replaced on an annual basis.

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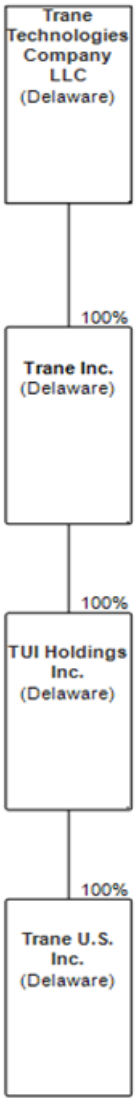
TRANE TECHNOLOGIES COMPANY LLC AND TRANE U.S. INC.

Assistant Secretary Certificate

I, Eric R. Waller, Assistant Secretary of each of Trane Technologies Company LLC ("TTC LLC"), a Delaware limited liability company, and Trane U.S. Inc. (Trane U.S."), a Delaware corporation (together, "the Companies"), hereby certify that:

1. Trane U.S. is an indirect wholly-owned subsidiary of TTC LLC.

2. The following diagram is a true and correct representation of the current shareholding pattern of the Companies:



IN WITNESS WHEREOF, I have hereunto set my hand this 14 day of August, 2023.



Eric R. Waller
Assistant Secretary

Company ID Number: 207561 **Client Company ID Number:** 1540105

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Trane Technologies Company (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the

representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment.

Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a

similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

   a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

   b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need

E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about

its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees

assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent’s E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative

nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of

DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Trane Technologies Company (Employer) hereby designates and appoints EMP TRUST SOLUTIONS LLC (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number: 207561 **Client Company ID Number:** 1540105

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Trane Technologies Company	
Name (Please Type or Print) April M Peck	Title Immigration Manager, Legal
Signature 	Date 05/11/2020
E-Verify Employer Agent EMP TRUST SOLUTIONS LLC	
Name (Please Type or Print) Sarah Rekala	Title
Signature Electronically Signed	Date 05/11/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/11/2020

Company ID Number: 207561 **Client Company ID Number:** 1540105

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Trane Technologies Company
Company Facility Address	800-E Beaty Street Davidson, NC 28036
Company Alternate Address	800-E Beaty Street Davidson, NC 28036
County or Parish	MECKLENBURG
Employer Identification Number	135156640
North American Industry Classification Systems Code	333
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	1

Company ID Number: 207561 **Client Company ID Number:** 1540105

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

NORTH CAROLINA	1 site(s)

Company ID Number: 207561 **Client Company ID Number:** 1540105

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	April Peck
Phone Number	(704) 655 - 5718
Fax Number	
Email Address	april.peck@tranetechnologies.com

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CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Trane U.S. Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Trane U.S. Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____

Print Name: Jason Aki

Date: 12/21/2023

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12/21/2023 (date) by Jason Aki (name of officer or agent, title of officer or agent) of Trane U.S. Inc. (name of corporation acknowledging) , a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____

[Notary Seal] Notary Public

Notary Public State of Florida
Angela K Harlow
My Commission
HH 214550
Exp. 1/9/2026

Angela K. Harlow

Name typed, printed or stamped

My Commission Expires: 1/9/2026

State of North Carolina }
}
County of Rowan }

AFFIDAVIT

1. My name is April Peck and I serve as the Immigration Manager, Legal, for Trane Technologies.

2. Under penalty of perjury, I declare on behalf of Trane Technologies Company that to the best of my knowledge and based upon reasonable inquiry each and every one of our employees is eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986.

3. Our Company participates in E-Verify and all new hires are run through the EVerify system.

4. I further declare on behalf of Trane Technologies, due care and diligence has been and shall be used to ensure that all employees hired in the future will be eligible for employment in the United States and that I agree to remain in compliance.

5. I affirm the information provided herein is true, correct, and complete.

Further the affiant sayeth not.

This the 2nd day of March, 2023.

April M Peck

April M. Peck (Affiant)

SWORN TO AND SUBSCRIBED BEFORE ME
This the 2nd day of March, 2023.

Wendy Shields
Notary Public

My Commission Expires: 08.26.27

WENDY SHIELDS NOTARY PUBLIC ROWAN COUNTY, NC

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=12596932&GUID=C1C8998E-E101-436F-B14D-EC63ECFB2319* is a secure document that has been embedded in this document. Double click the pushpin to view.



SERVICE

Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 081972

P.O. Date : 01/04/2024

VENDOR PHONE : (407)660-1111
VENDOR NUMBER : 9530
VENDOR ADDRESS : TRANE US INC (MAITLAND)
2301 LUCIEN WAY
SUITE 430
MAITLAND, FL 32751

SHIP TO : DYAL WATER PLANT
DYAL WATER PLANT
28400 STATE RD# 520
(E. ORANGE COUNTY)
CHRISTMAS, FL 32709

Above P.O. # MUST Appear on ALL Invoices, Packing Slip and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY	
09/30/2024	0000047679	12/27/2023	KIR/JM/4020	
FOB	**ACCOUNT NUMBER**		**PROJECT #**	**BUYER**
	42140205366400		CA2402	CHRISTINE SAVAGE

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
1	54,650.05 SUM	TURNKEY INSTALLATION OF HVAC EQUIPMENT 001 003 ROOFTOP PACKAGE UNIT FOR 2 - 10 TON RTU - MODEL# TSJ120A DX PACKAGE ROOFTOP UNITS 10 TON NOMINAL COOLING CAPACITY 460VOLT 3 PHASE 60 HERTZ SYMBIO CONTROLLER R410 REFRIGERANT COMPLETECOAT CONDENSER COIL CORROSION COATING ONE-YEAR PARTS AND LABOR WARRANTY WHOLE UNIT PRICING IS BASED ON TRANE/OMNIA PARTNERS CONTRACT #3341 2-10T RTU PROD CODE: 1613 @ $15,410.38 EA 1-YR LABOR WARRANTY @ $ 716.00 LABOR & MATERIALS (SUBS, PERMIT, MISC, ETC.) @ $21,521.55 PROJECT WARRANTY @ $ 1,591.75 TOTAL $54,650.05	1.0000	54,650.05

TOTAL PURCHASE AMOUNT **$54,650.05**

SERVICE

Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 081972

P.O. Date : 01/04/2024

SERVICE

Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 081972

Remit Invoice to:

CITY OF COCOA
ATTN: ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922

or
Email: AccountsPayable@cocoafl.gov

AUTHORIZED SIGNATURE -

Purchasing/Contracts Manager

Florida Sales Tax Exemption No. 85-8012621548C-8

1. Do not invoice prior to shipment.
2. Partial shipments must be billed as separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications, and conditions.
5. **IMPORTANT: Invoices and packing slips must bear City Purchase Order #. Confirm Receipt of PO to Purchasing@cocoafl.gov.**

TERMS and CONDITIONS

1. AGREEMENT:
Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance. or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. TIME IS OF THE ESSENCE:
Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. WARRANTY:
With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS:
Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. WAIVER:
The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. CITY OPTIONS:
City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. INDEMNIFICATION:
Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any c1nd all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. PATENT INDEMNIFICATION:
Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. INSPECTION:
City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may been titled, notwithstanding City's knowledge of the nonconformity, its substantiality, or the ease of its discovery.

10. TAXES:
The City government is a non-profit operation and not subject to tax.

11. CONTINGENCIES:
Performance of any obligation under this Agreement may be suspended by either party. without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION:
Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another

source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE:
No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements, or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. HAZARD:
Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. QUANTITY:
The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. ASSIGNMENT:
No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE:
The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS:
Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. FISCAL YEAR FUNDING APPROPRIATION:

a) **Specified Period.**
Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council.

b) **Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.**
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled, and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER:
Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids maybe rejected and made void by the City.

21. INDEPENDENT CONTRACTOR:
The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. OTHER RELATED AGREEMENTS:
In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. SOVEREIGN IMMUNITY:
Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE:
If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. E-VERIFY:
Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Racine County, Wisconsin

Contract # 3341

for

HVAC Products, Installation, Labor Based Solutions and Related Product and Services

with

Trane US Inc.

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

I. Vendor Contract and Signature Form
II. Supplier's Response to the IFB, incorporated by reference

DocuSign Envelope ID: 5AB039C2-2DAF-4A1E-9286-D4840C496111

Racine County
WISCONSIN

Purchasing Department
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES CONTRACT 2022

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

For good and valuable consideration, the parties agree as follows:

1. **WORK**: CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:
   The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.
2. **TERM**: September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT**: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE**: Price as stated for all schedules included in the Project Manual.

DocuSign Envelope ID: 5AB039C2-2DAF-4A1E-9286-D4840C496111

5. **CANCELLATION**: This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: DocuSigned by: Jonathan Delagrave 8/17/2022
7B676D90951B406...

BY: DocuSigned by: Michael J. Lanzdorf 8/17/2022
36F9231CFBA8401...

BY: DocuSigned by: Wendy Christensen 8/17/2022
FC1B3339B9654BD...

BY: DocuSigned by: Steven Zimmer 8/16/2022
14A5552654004D4...

Trane U.S. Inc.

BY: DocuSigned by: Greg Spencer 8/16/2022
95FF4CCACB964F1...

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

January 26, 2023

To: All Departments

Subject: Approved use of Omnia Partners contract 3341 with Trane US Inc.

The Purchasing Department has reviewed Omnia Partners contract 3341 with Trane US Inc. where Racine County, WI is the lead agency and has confirmed that the terms are acceptable for departmental use through August 31, 2027 unless extended.

The contract provides discounted pricing for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services such as training, start-up and commissioning services, installation, maintenance, turn-key services, IEQ, repair services, rentals, leases, and equipment upgrades.

IFB # RC2022-of 1001, General Terms and Conditions Section II-K National Contract states the solicitation is available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program and that the successful bidder is required to extend these services. It is further stated under Attachment D that Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Vendor and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase.

The City may enter into supplementary agreements and/or append its terms and conditions to the master agreement through the issuance and vendor acceptance of a purchase order.

The vendor quote and department requisition must clearly reference that pricing is being provided in according with this contract. Departments are required to obtain any additional documentation such as a COI and e-Verify affidavit when required. If purchase is greater than the City Manager approval authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

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

Brian Dale
Purchasing Manger
City of Cocoa

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; and

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

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

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

SECTION 1. The 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 23th day of January 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Assistant City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-038-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 421/4020 | DATE PREPARED: 12/28/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 141,853)	421-4020-536.46-00		Repairs & Maintenance	$ 0	$ 0	($ 141,853)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 141,853)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 54,650	421-4020-536.64-00	WS23DC	Machinery & Equipment-Pump Room RTUs	$ 0	$ 0	$ 54,650	$ 0
$ 61,180	421-4020-536.64-00	CA2402	Machinery & Equipment-Trane	$ 0	$ 0	$ 61,180	$ 0
$ 1,988	421-4020-536.64-00	CA2402	Machinery & Equipment-Trane Contingency	$ 0	$ 0	$ 1,988	$ 0
$ 21,023	421-4020-536.64-00	CA2402	Machinery & Equipment-Dittmer PO	$ 0	$ 0	$ 21,023	$ 0
$ 3,012	421-4020-536.64-00	CA2402	Machinery & Equipment-Dittmer Additional	$ 0	$ 0	$ 3,012	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 141,853	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The 2 Pump Room RTUs were recommended, by Trane, for immediate replacement at a cost of ($54,650). As these are critical units we moved the funds from the Dust Collector Project (WS23DC) on BAF 24-036. This BAF will replenish these funds. We also received a recommendation, again by Trane, for replacement of the 2 main building 2nd floor Split Systems for the Servers, Console, and Offices at a cost of $61,180. We are moving these funds and requesting an additional $1,988 in Contingency for any change orders required for these units. Finally, this BAF moves funds from Repairs & Maintenance to allocate the Dittmer PO to the appropriate capital account along with an additional $3,012 required for alternate equipment needed from the vendor. We will also be completing a change order (Dyal) to the appropriate capital account for the Dittmer PO. (Agenda 24-006: January, 23 2024.)

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 01/23/24 RESOLUTION #:

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

	James Mitchell Digitally signed by James Mitchell Date: 2023.12.29 09:39:52 -05'00'		Dave Radford Digitally signed by Dave Radford Date: 2024.01.05 15:35:32 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
12/29/23	Katherine Ennis Digitally signed by Katherine Ennis Date: 2023.12.29 10:03:12 -05'00'		Lora Howell Digitally signed by Lora Howell Date: 2024.01.08 09:47:00 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE RACINE COUNTY OMNIA PARTNERS/TRANE CONTRACT FOR TRANE HVAC SYSTEMS RELATED TO THE DYAL PLANT IN THE AMOUNT OF $117,818, INCLUSIVE OF THE $1,988 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on January 23, 2024, the City Council authorized the City Manager to proceed with the participation in a Cooperative Purchase Agreement with Racine County Wisconsin, OMNIA Partners/Trane Contract #3341 for the replacement of HVAC Systems at the Dyal WTP, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the Cooperative Purchase Agreement with Racine County Wisconsin, OMNIA Partners/Trane Contract #3341 for the replacement of Dyal WTP HVAC Systems provided the total amount of approved change orders and any additional service contracts do not cause the budget to exceed the total $117,818 budgeted by the City Council for the services inclusive of the $1,988 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on January 23, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Assistant City Clerk

Legislation Details (With Text)

File #:	24-039	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Agenda Ready
File created:	1/18/2024			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	Adopt on second and final reading and hold public hearing on Ordinance 01-2024, creating a community development district pursuant to Chapter 190, Florida Statutes, known as the Windward Preserve Community Development District, pursuant to Petition filed by The Taylor Morrison of Florida, Inc. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 01-2024 Establishing CDD - Windward Preserve UPDATED Petition to Establish (FILED Jan 18 2024) - Windward Preserve FT-38163718 FLORIDATODAY_20231226 FLORIDATODAY_20240102 FLORIDATODAY_20240109 FLORIDATODAY_20240116 Affidavit of Publication of Notice of Establishment Hearing - Windward Preserve Business Impact Estimate Cocoa - Windward CDD				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 18, 2024
Agenda Date: January 23, 2024
Prepared By: Kristin Eick, Assistant City Attorney
Through:
Requested Action:
Adopt on second and final reading and hold public hearing on Ordinance 01-2024, creating a community development district pursuant to Chapter 190, Florida Statutes, known as the Windward Preserve Community Development District, pursuant to Petition filed by The Taylor Morrison of Florida, Inc.

BACKGROUND:

The subject property is 212.10 acres, more or less, and legally described in the proposed Ordinance. The subject property is generally located on the south side of State Road 528 at the corner of State Road 528 and I-95.

The subject property is subject to that certain Preceding Development Agreement by and between

the City of Cocoa and Barrera Shores, LLC, dated November 7, 2006, which was recorded on November 21, 2006 in Official Record Book 5721, Page 8205 of Brevard County, Florida. The City Council annexed the land into the jurisdictional limits of the City of Cocoa, along with other real property on the north and south side of State Road 528 totaling over 700 acres of land. At the time, it was one of the largest annexations conducted by the City of Cocoa. Following the adoption of the annexation ordinance, Brevard County filed a lawsuit challenging the annexation of the subject property. The City prevailed in the lawsuit at the 5th District Court of Appeal and entered into that certain Stipulated Settlement Agreement between Brevard County v. City of Cocoa, Case No. 05-2005-018141, which was recorded on January 9, 2008 in Official Record Book 5837, Page 2226 of Brevard County, Florida. Years later, after the property had changed ownership, the City entered into that certain Settlement Implementation Agreement between the City of Cocoa and Beachline Partners, LLC., dated July 26, 2022 and recorded at Official Record Book 9571, Page 2808 of Brevard County, Florida.

Pursuant to Section 4.7 of the Preceding Development Agreement, the City of Cocoa and the predecessor owner of the subject property agreed that the creation of a Community Development District may be considered by the City of Cocoa upon the owner's request and that a CDD may be beneficial for the future development of the property. Taylor Morrison of Florida, Inc. ("Petitioner"), having obtained written consent to the establishment of the District by the owners of 100 percent (100%) of the real property to be included in the District, has filed a Petition to Establish the Windward Preserve Community Development District ("Petition") with the City Council of the City of Cocoa, Florida ("City") pursuant to Section 190.005(2)(a) and 190.046(1)(h), Florida Statutes, to adopt an ordinance establishing the Windward Preserve Community Development District ("District") pursuant to Chapter 190, Florida Statutes.

Generally, a community development district ("CDD") is an independent special district which is used as an alternative method for financing and maintaining basic community development services, including capital infrastructure required for the development of communities such as a large residential subdivision. As defined by applicable Florida Statutes, a CDD is an independent special district that operates as "a local unit of special-purpose government." Each district, acting through its own Board of Supervisors, may exercise the general powers enumerated in Florida Statutes. For example, when structured and run properly, CDDs may provide a cost-effective tool to finance the development of infrastructure and services needed for new communities. CDDs can levy ad valorem taxes or special assessments on developable land within the District to generate the revenues necessary to finance the development and maintenance of infrastructure, and may also issue long-term bonds, and use its statutory powers to finance all or part of the costs of construction, acquisition, operation, and maintenance of major infrastructure for community development including, but not limited to, roads, water and sewer facilities, stormwater management facilities, the undergrounding of utilities, streetlights, and landscaping. In essence, a CDD is a separate local government entity that runs independently from its host City or County. If the CDD is approved, it will also be separate from the traditional homeowner's association that the Petitioner will be creating to provide long term support for other aspects of the project not under the jurisdiction and management of the CDD.

Because the subject property is located within the City of Cocoa, and is less than 2,500 acres, the creation of a CDD within the City of Cocoa requires that the City Council conduct a public hearing on the Petition and if the Council desires to approve the creation of the CDD, Council must adopt an ordinance creating the CDD. Chapter 190, Florida Statutes requires the City Council to make a determination to grant or deny a petition for the establishment of a community development district based on the following factors:

1. Whether all statements contained within the petition have been found to be true and correct.
2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.
3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.
4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.
5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.
6. Whether the area that will be served by the district is amenable to separate special-district government.

In accordance with the requirements of Section 4.7 of the Preceding Development Agreement, and in furtherance of demonstrating compliance with the aforementioned factors, Petitioner has filed a Petition to create a CDD. Council should consider the Petition and determine, based on the aforementioned factors, whether to allow the Petitioner to create the CDD. Creation of a CDD requires Council to adopt an Ordinance. Therefore, the decision made by Council this evening is whether to adopt the attached Ordinance on Second Reading.

The Petitioner has made some minor updates to the Petition since First Reading of the Ordinance to reflect that the CDD is anticipated to finance construction and continued maintenance of the James Road extension west of Friday Road pursuant to the condition of approval for the PUD related to the same.

Florida Statutes requires that the proposed Ordinance be advertised in a newspaper of general circulation for four consecutive weeks prior to second reading and final adoption. A copy of the advertisements are attached to this Agenda Item. The advertisements have run on 12/26/23, 1/2/2024, 1/9/2024, and 1/16/2024..

STRATEGIC PLAN CONNECTION:

Enhance efforts to make the City of Cocoa a thriving and competitive economic driver along the Space Coast. Improve residential development and rehabilitation programs to ensure a diversity of housing options.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

1. August 24, 2004 - Annexation Ordinance No. 31-2004
2. April 12, 2005; November 7, 2006 - Preceding Development Agreement with Barrera Shores
3. December 11, 2007 - Stipulated Settlement Agreement with County and Property Owners

4. July 10, 2019 - Settlement Implementation Agreement with Virgin Trains
5. July 26, 2022 - Settlement Implementation Agreement with Beachline Partners
6. December 19, 2023 - Conditional approval of Windward Preserve PUD and preliminary plat
7. January 9, 2024, Ordinance 01-2024 pass on first reading

RECOMMENDED MOTION:

Adopt on second reading Ordinance 01-2024, creating a community development district pursuant to Chapter 190, Florida Statutes, known as the Windward Preserve Community Development District, pursuant to Petition filed by The Taylor Morrison of Florida, Inc.

ORDINANCE NO. 01-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ESTABLISHING THE WINDWARD PRESERVE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; GRANTING SPECIAL POWERS; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Taylor Morrison of Florida, Inc., ("Petitioner") has petitioned the City Council of the City of Cocoa, Florida (the "City") to adopt an ordinance establishing the boundaries of the Windward Preserve Community Development District (the "District") pursuant to Chapter 190, Florida Statutes, and granting certain special powers; and

WHEREAS, the subject property legally described herein is subject to that certain Preceding Development Agreement by and between the City of Cocoa and Barrera Shores, LLC, dated November 7, 2006, which was recorded on November 21, 2006 in Official Record Book 5721, Page 8205 of Brevard County, Florida ("Preceding Development Agreement"); and

WHEREAS, the subject property is also subject to that certain Stipulated Settlement Agreement in Brevard County v. City of Cocoa, Case N. 05-2005-018141, which was recorded on January 9, 2008 in Official Record Book 5837, Page 2226 of Brevard County, Florida and that certain Settlement Implementation Agreement between the City of Cocoa and Beachline Partners, LLC., dated July 26, 2022 and recorded at Official Record Book 9571, Page 2808 of Brevard County, Florida; and

WHEREAS, pursuant to Section 4.7 of the Preceding Development Agreement, the City of Cocoa and the predecessor owner of the subject property agreed that the creation of a Community Development District may be considered by the City of Cocoa upon the owner's request and may be beneficial for the future development of the property; and

WHEREAS, Petitioner is a Florida corporation and is authorized to conduct business in the State of Florida; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the City, pursuant to Section 190.005(2)(b) and 190.046(1)(h), *Florida Statutes*; and

WHEREAS, upon consideration of the record established at that hearing, the City Council of the City of Cocoa, Florida, has considered the record of the public hearing and the statutory factors set forth in Section 190.005(2)(c) and 190.046(1)(h), *Florida Statutes*, in making its determination to grant or deny the Petition; and

WHEREAS, the City, in determining whether to establish the District boundaries, has determined pursuant to the information contained within the Petition and based on an investigation conducted by the City Staff and otherwise being fully advised as to the facts and circumstances contained within the request of the District has considered and finds that all statements contained in the Petition to Establish the Windward Preserve Community Development District (the "Petition") are true and correct; and

WHEREAS, the City has considered and finds that the establishment of the District is not inconsistent with any applicable element or portion of the applicable Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

WHEREAS, the City has considered and finds that the District is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the City has considered and finds that the area that will be served by the District is amenable to separate special-district government; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Cocoa, Florida, as follows:

SECTION 1: RECITALS. The above recitals are adopted as findings of fact in support of this Ordinance.

SECTION 2: AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (2023).

SECTION 3: DISTRICT NAME. There is hereby created a community development district situated entirely within incorporated City of Cocoa, Florida, which

District shall be known as the "Windward Preserve Community Development District."

SECTION 4: EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in **Exhibit A** attached hereto, the overall parcel containing 212.10 acres of land, more or less.

SECTION 5: FUNCTIONS AND POWERS; CONSENT TO SPECIAL POWERS. The powers and functions of the District are described in Chapter 190, Florida Statutes (2023), as may be amended from time to time. The Charter of the District shall be as set forth in Chapter 190, Florida Statutes, as created by general law. Pursuant to Section 190.012(2)(a) and (2)(d), Florida Statutes (2023), and without intending to limit the same, the District's Board of Supervisors may further exercise certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for (a) parks and facilities for indoor and outdoor recreational, cultural, and educational uses; and (b) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by applicable governmental agencies.

SECTION 6: BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are Chrissie Kirk, Nora Schuster, Heather Isaacs, Susan Kane, and Andrew Smith. All of the listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 7. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS. The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 8: SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 9: EFFECTIVE DATE. This Ordinance shall take effect upon its passage and adoption pursuant to general law.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Cocoa, Florida, held on the _____ day of _____, 2024.

CITY OF COCOA, FLORIDA

BY: _____
Michael C. Blake, Mayor

Attest: _____
Monica Arsenault, Assistant City Clerk

EXHIBIT A

LEGAL DESCRIPTION FROM TITLE COMMITMENT AS FURNISHED:

A PORTION OF SECTION 10, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY FOR STATE ROAD

#528 COMMONLY KNOWN AS BEELINE HIGHWAY, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA , EXCEPT EAST 1/2 OF SOUTHEAST 1/4 OF SOUTHEAST 1/4, AND EXCEPT RIGHT-OF-WAY OF INTERSTATE HIGHWAY #95 AND EXCEPT RIGHT-OF-WAY FOR STATE ROAD #528, COMMONLY KNOWN AS BEELINE HIGHWAY, AND EXCEPT ALL OF THE LANDS LYING WESTERLY OF THE EXISTING RIGHT-OF-WAY FOR STATE ROAD (I-95) IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35

EAST, LYING AND BEING IN BREVARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1316, PAGE 224, EXCEPT THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3369, PAGE 3657, ALL IN THE PUBLIC RECORDS OF THE BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT DESCRIBED AS FOLLOWS: PART A

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR PROJECT SECTION 70007-2508, RUN THENCE SOUTH 89°44'07" EAST, 561.54 FEET ALONG THE SOUTH LINE OF SAID SECTION 10 TO A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE 95, SECTION 70220-2402), THENCE ALONG SAID EXISTING RIGHT-OF-WAY LINE NORTH 18°18'53" WEST, 52.75 FEET TO THE POINT OF BEGINNING ,

THENCE CONTINUE NORTH 18°18'53" WEST, 290.22 FEET ALONG SAID EXISTING RIGHT-OF-WAY LINE TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3124.05 FEET, A CENTRAL ANGLE OF 18°07'00", AND A CHORD OF 983.70 FEET THAT BEARS NORTH 09°15'23" WEST, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 987.81 FEET FOR THE END OF SAID CURVE, THENCE CONTINUE ALONG SAID EXISTING RIGHT-OF-WAY LINE NORTH 00°11 '53" WEST, A DISTANCE OF 1390.76 FEET TO THE SOUTHERLY EXISTING RIGHT-OF-WAY LINE OF STATE ROAD 528 (SECTION 70007-2501), THENCE NORTH 88°36'31" EAST, 1540.46 FEET ALONG SAID SOUTHERLY EXISTING RIGHT-OF-WAY LINE TO A POINT OF CURVATURE, OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 32°11'38", AND A CHORD OF 332.99 FEET THAT BEARS SOUTH 72°30'43" WEST, THENCE DEPARTING SAID EXISTING RIGHT-OF-WAY LINE, RUN WESTERLY ALONG THE ARC OF SAID CURVE 337.41 FEET FOR THE END OF SAID CURVE, THENCE SOUTH 56°24'54" WEST, 1093.61 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAYING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 56°36'47", AND A CHORD OF 569.50 FEET THAT BEARS SOUTH 28°06'30" WEST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 593.34 FEET TO THE END OF SAID CURVE, THENCE SOUTH 00°11'53" EAST, 205.36 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3725.27 FEET, A CENTRAL ANGLE OF 18°07'00" AND A CHORD OF 1173.15 FEET THAT BEARS SOUTH 09°15'23" EAST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 1178.06 FEET TO THE END OF SAID CURVE, THENCE SOUTH 18°18'53" EAST, 109.59 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A 50 FOOT DEDICATED STREET, THENCE NORTH 89°44'07" WEST ALONG SAID

RIGHT-OF-WAY LINE 12.66 FEET TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, RUN THENCE NORTH 00°15'06" WEST, A DISTANCE OF

50.00 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A 50 FOOT DEDICATED STREET, THENCE NORTH 89°44'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A DISTANCE OF 2113.38 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE 95), THENCE NORTH 18°18'53" WEST ALONG THE SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE 95), A DISTANCE OF 109.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3725.72 FEET, A CENTRAL ANGLE OF 18°07'00", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1178.06 FEET, THENCE NORTH 00°11'53" WEST, A DISTANCE OF 205.36 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEELINE EXPRESSWAY" FORMERLY KNOWN AS STATE ROAD NO. 524) AND A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 600.49 FEET A CENTRAL ANGLE OF 56°36'47", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 593.34 FEET, THENCE NORTH 56°24'54" EAST, A DISTANCE OF 1093.61 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 32°11'38", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 337.41 FEET, THENCE NORTH 88°36'31" EAST, A DISTANCE OF 1179.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5579.58 FEET, A CENTRAL ANGLE OF 16°24'08", THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1597.28 FEET, THENCE SOUTH 74°59'21" EAST A DISTANCE OF 774.87 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 10, THENCE SOUTH 00°04'36" EAST ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1056.66 FEET, THENCE NORTH 89°52'22" WEST, A DISTANCE OF 668.67 FEET, THENCE SOUTH 00°07'14" EAST, A DISTANCE OF 1273.27 FEET, TO A POINT ON THE AFOREMENTIONED JAMES ROAD, A 50 FEET DEDICATED STREET, THENCE NORTH 89°51'39" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 2003.09 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PARCEL CONVEYED BY ORDER OF TAKING IN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED FEBRUARY 8, 2008 IN OFFICIAL RECORDS BOOK 5843, PAGE 351, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND ALSO LESS AND EXCEPT LANDS DESCRIBED IN DEEDS TO BREVARD COUNTY PROPERTY HOLDINGS, LLC AS RECORDED IN OFFICIAL RECORDS BOOK 7000, PAGE 2377 AND OFFICIAL RECORDS BOOK 7434, PAGE 1216 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

FOR A TOTAL OF 212.10 ACRES, MORE OR LESS.

PETITION TO ESTABLISH WINDWARD PRESERVE COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Jere Earlywine, Esq.
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
Wesley Haber, Esq.
Florida Bar No. 420069
Wesley.Haber@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

BEFORE THE CITY COUNCIL OF
THE CITY OF COCOA, FLORIDA

PETITION TO ESTABLISH A COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Taylor Morrison of Florida, Inc. ("Petitioner"), hereby petitions the City Council of the City of Cocoa, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, to establish a Community Development District ("District") with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within the City of Cocoa, Florida, and covers approximately 212.10 acres of land, more or less. **Exhibit 1** depicts the general location of the project. The site is generally located south of County Road 528, west of US Highway 1, north of Lake Poinsett and east of Interstate 95. The sketch and metes and bounds descriptions of the external boundary of the proposed District is set forth in **Exhibit 2**.

2. Excluded Parcels. There are no parcels within the external boundaries of the proposed District which are to be excluded from the District.

3. Landowner Consents. Petitioner has obtained written consent to establish the proposed District from the owners of one hundred percent (100%) of the real property located within the proposed District in accordance with Section 190.005, Florida Statutes. Consent to the establishment of a community development district is contained in **Exhibit 3**.

4. Initial Board Members. The five (5) persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Chrissie Kirk
2600 Lake Lucien Drive, Suite 350
Maitland, Florida 32751

Nora Schuster
2600 Lake Lucien Drive, Suite 350
Maitland, Florida 32751

Heather Isaacs
2600 Lake Lucien Drive, Suite 350
Maitland, Florida 32751

Susan Kane
2600 Lake Lucien Drive, Suite 350
Maitland, Florida 32751

Andrew Smith
2600 Lake Lucien Drive, Suite 350
Maitland, Florida 32751

All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is the Windward Preserve Community Development District.

6. Major Water and Wastewater Facilities. **Exhibit 4** shows the existing and proposed major trunk water mains and sewer connections serving the lands within and around the proposed District.

7. District Facilities and Services. **Exhibit 5** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and install, as well as the estimated costs of construction. At present, these improvements are estimated to be made, acquired, constructed and installed in two (2) phase(s) over an estimated four (4) year period from 2023 – 2026. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Existing and Future Land Uses. The existing use of the lands within the proposed District is vacant. The future general distribution, location and extent of the public and private land uses within and adjacent to the proposed District by land use plan element are shown in **Exhibit 6**. These proposed land uses are consistent with the City of Cocoa Comprehensive Plan.

9. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agents. The Petitioner is authorized to do business in the State of Florida. The Petitioner has designated Jere Earlywine and Wesley Haber as its authorized agents. See **Exhibit 8** - Authorization of Agent. Copies of all correspondence and official notices should be sent to:

Jere Earlywine, Esq.
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
Wesley Haber, Esq.
Florida Bar No. 420069
Wesley.Haber@KutakRock.com
KUTAK ROCK LLP

107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

11. This petition to establish the Windward Preserve Community Development District should be granted for the following reasons:

a. Establishment of the proposed District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City of Cocoa Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the proposed District will prevent the general body of taxpayers in the City of Cocoa from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the proposed District. The proposed District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the proposed District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the proposed District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the proposed District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the proposed District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Council of the City of Cocoa, Florida to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes;

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes;

c. consent to the District exercise of certain additional powers to finance, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain

systems and facilities for: (1) parks and facilities for indoor and outdoor recreational, cultural and educational uses; (2) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, each as authorized and described by Section 190.012(2), Florida Statutes; (3) control and elimination of mosquitoes and other arthropods of public health importance; and

d. grant such other relief as may be necessary or appropriate.

RESPECTFULLY SUBMITTED, this 6th day of March, 2023.

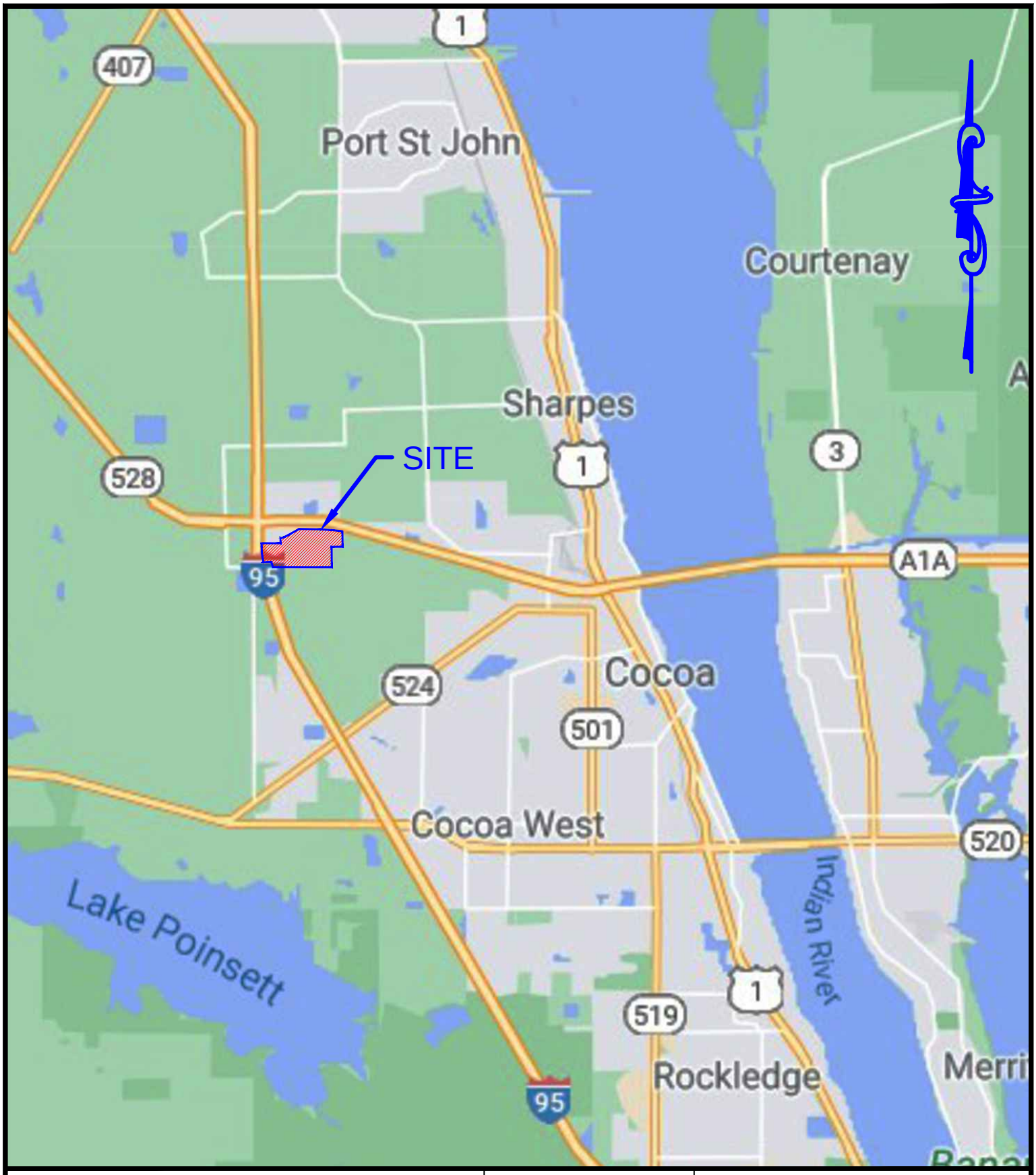
KUTAK ROCK LLP



Jere Earlywine, Esq.
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
Wesley Haber, Esq.
Florida Bar No. 420069
Wesley.Haber@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

Attorneys for Petitioner

EXHIBIT 1



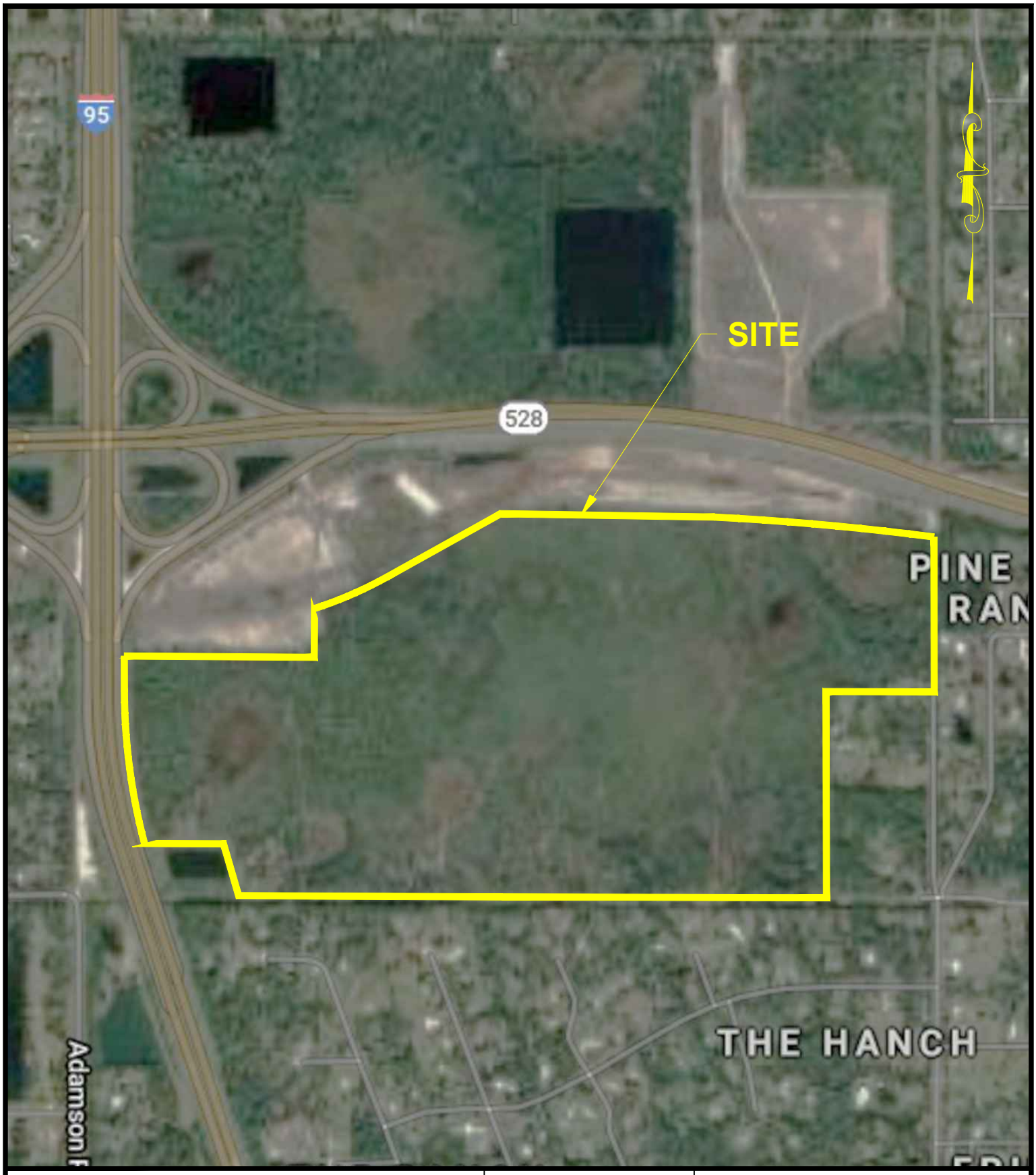
MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 * (407) 629-8330

JOB NO.	21074
SEC. 24, TWP. 35S, RANGE 10E	
DRAWN BY:	FM
APPROVED BY:	CHM
DATE:	08/26/2021
Scale:	1" = 5000'

WINDWARD PRESERVE

LOCATION MAP

GOOGLE MAPS



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 * (407) 629-8330

JOB NO.	21074
SEC. 24, TWP. 35S, RANGE 10E	
DRAWN BY:	FM
APPROVED BY:	CHM
DATE:	08/26/2021
Scale:	1" = 800'

WINDWARD PRESERVE

AERIAL MAP

GOOGLE MAPS

EXHIBIT 2

LEGAL DESCRIPTION FROM TITLE COMMITMENT AS FURNISHED:

A PORTION OF SECTION 10, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY FOR STATE ROAD

#528 COMMONLY KNOWN AS BEELINE HIGHWAY, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA , EXCEPT EAST 1/2 OF SOUTHEAST 1/4 OF SOUTHEAST 1/4, AND EXCEPT RIGHT-OF-WAY OF INTERSTATE HIGHWAY #95 AND EXCEPT RIGHT-OF-WAY FOR STATE ROAD #528, COMMONLY KNOWN AS BEELINE HIGHWAY, AND EXCEPT ALL OF THE LANDS LYING WESTERLY OF THE EXISTING RIGHT-OF-WAY FOR STATE ROAD (I-95) IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35

EAST, LYING AND BEING IN BREVARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1316, PAGE 224, EXCEPT THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3369, PAGE 3657, ALL IN THE PUBLIC RECORDS OF THE BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT DESCRIBED AS FOLLOWS: PART A

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR PROJECT SECTION 70007-2508, RUN THENCE SOUTH 89°44'07" EAST, 561.54 FEET ALONG THE SOUTH LINE OF SAID SECTION 10 TO A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE 95, SECTION 70220-2402), THENCE ALONG SAID EXISTING RIGHT-OF-WAY LINE NORTH 18°18'53" WEST, 52.75 FEET TO THE POINT OF BEGINNING ,

THENCE CONTINUE NORTH 18°18'53" WEST, 290.22 FEET ALONG SAID EXISTING RIGHT-OF-WAY LINE TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3124.05 FEET, A CENTRAL ANGLE OF 18°07'00", AND A CHORD OF 983.70 FEET THAT BEARS NORTH 09°15'23" WEST, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 987.81 FEET FOR THE END OF SAID CURVE, THENCE CONTINUE ALONG SAID EXISTING RIGHT-OF-WAY LINE NORTH 00°11 '53" WEST, A DISTANCE OF 1390.76 FEET TO THE SOUTHERLY EXISTING RIGHT-OF-WAY LINE OF STATE ROAD 528 (SECTION 70007-2501), THENCE NORTH 88°36'31" EAST, 1540.46 FEET ALONG SAID SOUTHERLY EXISTING RIGHT-OF-WAY LINE TO A POINT OF CURVATURE, OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 32°11'38", AND A CHORD OF 332.99 FEET THAT BEARS SOUTH 72°30'43" WEST, THENCE DEPARTING SAID EXISTING RIGHT-OF-WAY LINE, RUN WESTERLY ALONG THE ARC OF SAID CURVE 337.41 FEET FOR THE END OF SAID CURVE, THENCE SOUTH 56°24'54" WEST, 1093.61 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAYING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 56°36'47", AND A CHORD OF 569.50 FEET THAT BEARS SOUTH 28°06'30" WEST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 593.34 FEET TO THE END OF SAID CURVE, THENCE SOUTH 00°11'53" EAST, 205.36 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3725.27 FEET, A CENTRAL ANGLE OF 18°07'00" AND A CHORD OF 1173.15 FEET THAT BEARS SOUTH 09°15'23" EAST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 1178.06 FEET TO THE END OF SAID CURVE, THENCE SOUTH 18°18'53" EAST, 109.59 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A 50 FOOT DEDICATED STREET, THENCE NORTH 89°44'07" WEST ALONG SAID

RIGHT-OF-WAY LINE 12.66 FEET TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, RUN THENCE NORTH 00°15'06" WEST, A DISTANCE OF

50.00 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A 50 FOOT DEDICATED STREET, THENCE NORTH 89°44'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A DISTANCE OF 2113.38 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE 95), THENCE NORTH 18°18'53" WEST ALONG THE SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE 95), A DISTANCE OF 109.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3725.72 FEET, A CENTRAL ANGLE OF 18°07'00", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1178.06 FEET, THENCE NORTH 00°11'53" WEST, A DISTANCE OF 205.36 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEELINE EXPRESSWAY" FORMERLY KNOWN AS STATE ROAD NO. 524) AND A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 600.49 FEET A CENTRAL ANGLE OF 56°36'47", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 593.34 FEET, THENCE NORTH 56°24'54" EAST, A DISTANCE OF 1093.61 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 32°11'38", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 337.41 FEET, THENCE NORTH 88°36'31" EAST, A DISTANCE OF 1179.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5579.58 FEET, A CENTRAL ANGLE OF 16°24'08", THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1597.28 FEET, THENCE SOUTH 74°59'21" EAST A DISTANCE OF 774.87 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 10, THENCE SOUTH 00°04'36" EAST ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1056.66 FEET, THENCE NORTH 89°52'22" WEST, A DISTANCE OF 668.67 FEET, THENCE SOUTH 00°07'14" EAST, A DISTANCE OF 1273.27 FEET, TO A POINT ON THE AFOREMENTIONED JAMES ROAD, A 50 FEET DEDICATED STREET, THENCE NORTH 89°51'39" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 2003.09 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PARCEL CONVEYED BY ORDER OF TAKING IN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED FEBRUARY 8, 2008 IN OFFICIAL RECORDS BOOK 5843, PAGE 351, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND ALSO LESS AND EXCEPT LANDS DESCRIBED IN DEEDS TO BREVARD COUNTY PROPERTY HOLDINGS, LLC AS RECORDED IN OFFICIAL RECORDS BOOK 7000, PAGE 2377 AND OFFICIAL RECORDS BOOK 7434, PAGE 1216 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

FOR A TOTAL OF 212.10 ACRES, MORE OR LESS.

ALTA/NSPS LAND TITLE SURVEY

LEGAL DESCRIPTION:

LEGAL DESCRIPTION FROM TITLE COMMITMENT AS FURNISHED:

A PORTION OF SECTION 10, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY FOR STATE ROAD #528 COMMONLY KNOWN AS BEELINE HIGHWAY, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA , EXCEPT EAST 1/2 OF SOUTHEAST 1/4 OF SOUTHEAST 1/4, AND EXCEPT RIGHT-OF-WAY OF INTERSTATE HIGHWAY #95 AND EXCEPT RIGHT-OF-WAY FOR STATE ROAD #528, COMMONLY KNOWN AS BEELINE HIGHWAY, AND EXCEPT ALL OF THE LANDS LYING WESTERLY OF THE EXISTING RIGHT-OF-WAY FOR STATE ROAD (I-95) IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING AND BEING IN BREVARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1316, PAGE 224, EXCEPT THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3369, PAGE 3657, ALL IN THE PUBLIC RECORDS OF THE BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT DESCRIBED AS FOLLOWS: PART A

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR PROJECT SECTION 70007-2508, RUN THENCE SOUTH 89°44'07" EAST, 561.54 FEET ALONG THE SOUTH LINE OF SAID SECTION 10 TO A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE 95, SECTION 70220-2402), THENCE ALONG SAID EXISTING RIGHT-OF-WAY LINE NORTH 18°18'53" WEST, 52.75 FEET TO THE POINT OF BEGINNING , THENCE CONTINUE NORTH 18°18'53" WEST, 290.22 FEET ALONG SAID EXISTING RIGHT-OF-WAY LINE TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3124.05 FEET, A CENTRAL ANGLE OF 18°07'00", AND A CHORD OF 983.70 FEET THAT BEARS NORTH 09°15'23" WEST, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 987.81 FEET FOR THE END OF SAID CURVE, THENCE CONTINUE ALONG SAID EXISTING RIGHT-OF-WAY LINE NORTH 00°11 '53" WEST, A DISTANCE OF 1390.76 FEET TO THE SOUTHERLY EXISTING RIGHT-OF-WAY LINE OF STATE ROAD 528 (SECTION 70007-2501), THENCE NORTH 88°36'31" EAST, 1540.46 FEET ALONG SAID SOUTHERLY EXISTING RIGHT-OF-WAY LINE TO A POINT OF CURVATURE, OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 32°11'38", AND A CHORD OF 332.99 FEET THAT BEARS SOUTH 72°30'43" WEST, THENCE DEPARTING SAID EXISTING RIGHT-OF-WAY LINE, RUN WESTERLY ALONG THE ARC OF SAID CURVE 337.41 FEET FOR THE END OF SAID CURVE, THENCE SOUTH 56°24'54" WEST, 1093.61 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 56°36'47", AND A CHORD OF 569.50 FEET THAT BEARS SOUTH 28°08'30" WEST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 593.34 FEET TO THE END OF SAID CURVE, THENCE SOUTH 00°11'53" EAST, 205.36 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3725.27 FEET, A CENTRAL ANGLE OF 18°07'00" AND A CHORD OF 1173.15 FEET THAT BEARS SOUTH 09°15'23" EAST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 1178.06 FEET TO THE END OF SAID CURVE, THENCE SOUTH 18°18'53" EAST, 109.59 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A 50 FOOT DEDICATED STREET, THENCE NORTH 89°44'07" WEST ALONG SAID RIGHT-OF-WAY LINE 12.66 FEET TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, RUN THENCE NORTH 00°15'06" WEST, A DISTANCE OF 50.00 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A 50 FOOT DEDICATED STREET, THENCE NORTH 89°44'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A DISTANCE OF 2113.38 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE 95), THENCE NORTH 18°18'53" WEST ALONG THE SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE 95), A DISTANCE OF 109.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3725.72 FEET, A CENTRAL ANGLE OF 18°07'00", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1178.06 FEET, THENCE NORTH 00°11'53" WEST, A DISTANCE OF 205.36 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEELINE EXPRESSWAY" FORMERLY KNOWN AS STATE ROAD NO. 524) AND A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 600.49 FEET A CENTRAL ANGLE OF 56°36'47", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 593.34 FEET, THENCE NORTH 56°24'54" EAST, A DISTANCE OF 1093.61 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 32°11'38", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 337.41 FEET, THENCE NORTH 88°36'31" EAST, A DISTANCE OF 1179.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5579.58 FEET, A CENTRAL ANGLE OF 16°24'08", THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1597.28 FEET, THENCE SOUTH 74°59'21" EAST A DISTANCE OF 774.87 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 10, THENCE SOUTH 00°04'36" EAST ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1056.66 FEET, THENCE NORTH 89°52'22" WEST, A DISTANCE OF 668.67 FEET, THENCE SOUTH 00°07'14" EAST, A DISTANCE OF 1273.27 FEET, TO A POINT ON THE AFOREMENTIONED JAMES ROAD, A 50 FEET DEDICATED STREET, THENCE NORTH 89°51'39" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 2003.09 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PARCEL CONVEYED BY ORDER OF TAKING IN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED FEBRUARY 8, 2008 IN OFFICIAL RECORDS BOOK 5843, PAGE 351, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND ALSO LESS AND EXCEPT LANDS DESCRIBED IN DEEDS TO BREVARD COUNTY PROPERTY HOLDINGS, LLC AS RECORDED IN OFFICIAL RECORDS BOOK 7000, PAGE 2377 AND OFFICIAL RECORDS BOOK 7434, PAGE 1216 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE WITH THE REFERENCE BEARING BEING THE EAST LINE OF SECTION 10-24-35 AS BEING SOUTH 00°04'37" EAST.
2. THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.
3. THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES LISTED HEREON AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.
4. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. UNDERGROUND UTILITIES, FOUNDATIONS AND IMPROVEMENTS WERE NOT LOCATED, UNLESS SHOWN HEREON, AND WERE OBSERVED BY FIELD EVIDENCE.
6. CONTAINS 212.10 ACRES, MORE OR LESS.
7. THERE IS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
8. ADJACENT OWNERS INFORMATION WAS TAKEN FROM THE BREVARD COUNTY PROPERTY APPRAISER'S WEBSITE.
9. LAST DATE OF FIELD SURVEY: 10/15/2021.
10. THE PROPERTY HAS DIRECT ACCESS TO JAMES ROAD, A 50' PUBLIC RIGHT-OF-WAY.
11. THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "A" (SPECIAL FLOOD HAZARD AREA WITHOUT BASE FLOOD ELEVATION) AND ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) PER FEMA FLOOD MAP NUMBER 12009C0320H WITH A REVISION DATE OF 1/29/2021.
12. SETTLEMENT IMPLEMENTATION AGREEMENT BY AND BETWEEN THE CITY OF COCOA, A FLORIDA MUNICIPAL CORPORATION AND BEACHLINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AFFECTS SUBJECT PROPERTY.
13. THE SUBJECT PROPERTY IS CONTIGUOUS ALONG ITS COMMON BOUNDARY LINES AND JAMES ROAD, A 50' PUBIC RIGHT-OF-WAY, AND WITH INTERSTATE 95 (a/k/a STATE ROAD 9), A PUBLIC RIGHT-OF-WAY, ALL WITHOUT GAPS, GORES, HIATUSES AND OVERLAPS.
14. THERE IS NO OBSERVABLE EVIDENCE NOR INFORMATION PROVIDED INDICATING CHANGES IN STREET RIGHT OF WAY LINES.
15. THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
16. THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, SANITARY LANDFILL OR CEMETERY.
17. THERE IS NO ASSIGNED ADDRESS FOR THE SUBJECT PROPERTY ACCORDING TO THE BREVARD COUNTY PROPERTY APPRAISER'S WEBSITE.

BILLY ALAN CHAVERS License Number LS7086 STATE OF FLORIDA Professional Surveyor and Mapper

SURVEY NOTES ON ALTA COMMITMENT FOR TITLE INSURANCE:

WE HAVE EXAMINED THE FURNISHED ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER FA21-229 DATED JULY 21, 2021 AT 8:00 AM.

EXCEPTIONS 1 THROUGH 9 AND 13 INCLUDED IN SCHEDULE B-II ARE NOT SURVEY RELATED MATTERS. EXCEPTIONS 10, 11 AND 12 INCLUDED IN SCHEDULE B-II OF THE COMMITMENT HAVE BEEN EXAMINED AND ARE REFLECTED HEREON TO THE EXTENT THEY AFFECT THE LANDS SURVEYED AND ARE SUBJECT TO LEGAL REVIEW.

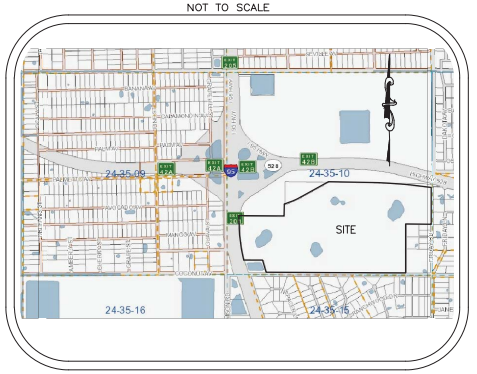
10. EASEMENT CONTAINED IN ORDER OF TAKING IN FAVOR OF THE STATE OF FLORIDA RECORDED FEBRUARY 23, 1995 IN OFFICIAL RECORDS BOOK 3457, PAGE 1899 DOES NOT AFFECT SUBJECT PROPERTY.

11. ORDINANCE NO. 31-2004 RECORDED AUGUST 31, 2004 IN OFFICIAL RECORDS BOOK 5355, PAGE 2621, AS AFFECTED BY STIPULATED AGREEMENT RECORDED JANUARY 9, 2008 IN OFFICIAL RECORDS BOOK 5837, PAGE 2226 AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE.

12. PRECEDING DEVELOPMENT AGREEMENT RECORDED APRIL 28, 2005 IN OFFICIAL RECORDS BOOK 5458, PAGE 5467, AS AFFECTED BY PRECEDING DEVELOPMENT AGREEMENT SECOND AMENDED DEVELOPMENT AGREEMENT RECORDED NOVEMBER 21, 2006 IN OFFICIAL RECORDS BOOK 5721, PAGE 8205; ORDINANCE NO. 10-2005 RECORDED NOVEMBER 5, 2007 IF OFFICIAL RECORDS BOOK 5823, PAGE 798; AND ASSIGNMENT OF DEVELOPMENT RIGHTS TO BEACHLINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED JULY 14, 2021 IN OFFICIAL RECORDS BOOK 9189, PAGE 1053 AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE.

LOCATION MAP:

NOT TO SCALE



LEGEND

■	FOUND 4"X4" CONCRETE MONUMENT, AS NOTED	(C)	CALCULATED
●	SET 5/8" IRC LB #8052	(D)	DESCRIBED
◉	FOUND IRON ROD AS NOTED	(M)	MEASURED
IRC	IRON ROD AND CAP	LB	LICENSED BUSINESS
R/W	RIGHT-OF-WAY	NTC	NON-TANGENT CURVE
PB	PLAT BOOK	PC	POINT OF CURVATURE
NAD 83	NORTH AMERICAN DATUM 1983	NTS	NOT TO SCALE
℄	CENTERLINE	FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
R	RADIUS	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
Δ	CENTRAL ANGLE	POB	POINT OF BEGINNING
L	LENGTH	POC	POINT OF COMMENCEMENT
CB	CHORD BEARING	-x-x-x-	6' CHAIN LINK FENCE
CH	CHORD	—//—	LIMITED ACCESS RIGHT-OF-WAY

CERTIFIED TO: TAYLOR MORRISON OF FLORIDA, INC., BEACHLINE PARTNERS, LLC, WILLIAM E. BARFIELD, P.A., GRAY ROBINSON, P.A., FIRST AMERICAN TITLE INSURANCE COMPANY, WALKER & TUDHOPE, P.A.:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 10, 13, 14, 16, 17, 18 AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 10/15/2021.

DATE OF PLAT OR MAP: 10/18/2021.

FOR THE LICENSED BUSINESS NO. LB8052 BY:

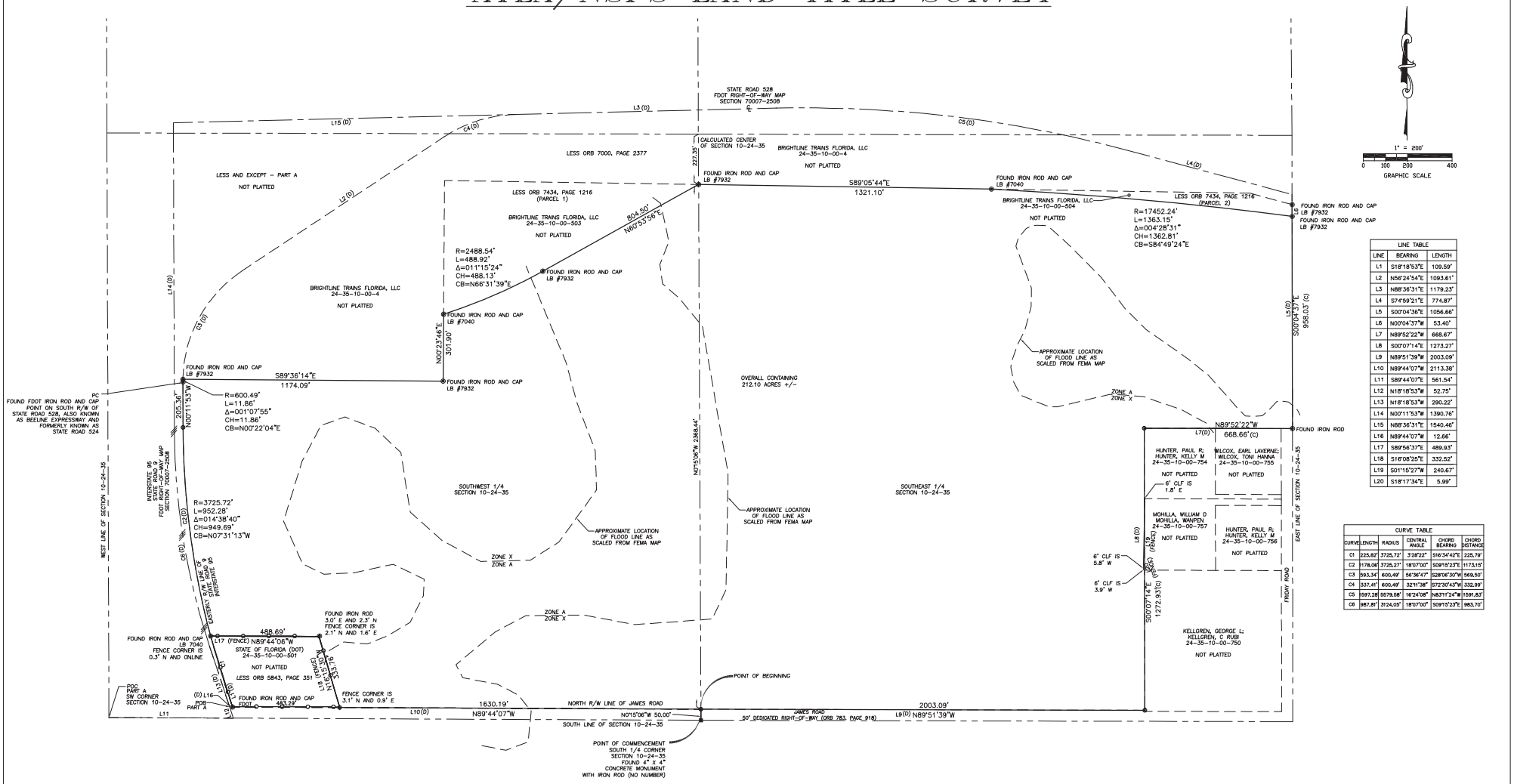
BILLY ALAN CHAVERS- Professional Surveyor & Mapper
#LS7086

DALE STOCKSTILL & ASSOCIATES, P.A.
PROFESSIONAL LAND SURVEYORS
201 INTERNATIONAL PARKWAY, SUITE 500
LAKE MARY, FL 32746
407-926-0333

SHEET INDEX: SHEET 1 OF 2 – LEGAL DESCRIPTION AND CERTIFICATIONS NOTES, LEGEND, LOCATION MAP
SHEET 2 of 2 – ALTA/NSPS SURVEY

SURVEYED BY: CC	DATE:10/15/21	DRAWN BY: JDS	10/18/2021
CHECKED BY: BAC	DATE:	Rev: Updated title/comments	10.29.21
PROJECT NO. 20210039		Updated notes	11.1.21
DRAWING NO. 528 COCOA		Revised certifications	11.8.21
		Fence encroachments	12.17.21

ATLA/NSPS LAND TITLE SURVEY



LINE TABLE		
LINE	BEARING	LENGTH
L1	S18°18'53"E	109.59'
L2	N56°24'54"E	1093.61'
L3	N88°36'31"E	1179.23'
L4	S74°59'21"E	774.87'
L5	S00°04'36"E	1056.66'
L6	N00°04'37"W	53.40'
L7	N89°52'22"W	668.67'
L8	S00°07'14"E	1273.27'
L9	N89°51'39"W	2003.09'
L10	N89°44'07"W	2113.38'
L11	S89°44'07"E	561.54'
L12	N18°18'53"W	52.75'
L13	N18°18'53"W	290.22'
L14	N00°11'53"W	1390.76'
L15	N88°36'31"E	1540.46'
L16	N89°44'07"W	12.66'
L17	S89°56'37"E	489.93'
L18	S16°08'25"E	332.52'
L19	S01°15'27"W	240.67'
L20	S18°17'34"E	5.99'

CURVE TABLE					
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	225.82'	3725.72'	3°28'22"	S16°34'42"E	225.79'
C2	1178.06'	3725.27'	18°07'00"	S09°15'23"E	1173.15'
C3	593.34'	600.49'	56°36'47"	S28°06'30"W	569.50'
C4	337.41'	600.49'	32°11'38"	S72°30'43"W	332.99'
C5	597.28'	5579.58'	6°24'08"	N83°11'24"W	596.83'
C6	987.81'	3124.05'	18°07'00"	S09°15'23"E	983.70'

LEGEND

■	FOUND 4"X4" CONCRETE MONUMENT, AS NOTED
●	SET 5/8" IRC LB #8052
◉	FOUND IRON ROD AS NOTED
IRC	IRON ROD AND CAP
R/W	RIGHT-OF-WAY
PB	PLAT BOOK
NAD 83	NORTH AMERICAN DATUM 1983
℄	CENTERLINE
R	RADIUS
Δ	CENTRAL ANGLE
L	LENGTH
CB	CHORD BEARING
CH	CHORD
(C)	CALCULATED
(D)	DESCRIBED
(M)	MEASURED
LB	LICENSED BUSINESS
NTC	NON-TANGENT CURVE
PC	POINT OF CURVATURE
NTS	NOT TO SCALE
FEMA	FEDERAL EMEREGENCY MANAGEMENT AGENCY
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
———	6' CHAIN LINK FENCE
—//—	LIMITED ACCESS RIGHT-OF-WAY

DALE STOCKSTILL & ASSOCIATES, P.A.
PROFESSIONAL LAND SURVEYORS

SHEET INDEX: SHEET 1 OF 2 – LEGAL DESCRIPTION AND CERTIFICATIONS
NOTES, LEGEND, LOCATION MAP
SHEET 2 of 2 – ALTA/NSPS SURVEY

EXHIBIT 3

Consent of Landowner
to the Establishment of a Community Development District
[*Proposed Windward Preserve Community Development District*]

The undersigned is the owner of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

As an owner of lands that are intended to constitute all or a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[SIGNATURE PAGE TO FOLLOW]

Executed this 20th day of February, 2023.

Witnessed:

Melissa M Lemois

Print Name: Melissa M Lemois

Print Name: Laurie D. Paulin

BEACHLINE PARTNERS, LLC

BY: Summit Shah

ITS: MGR

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20th day of February, 2023, by Summit Shah, as Manager of BEACHLINE PARTNERS, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

MELISSA M LEMOIS
Notary Public - State of Florida
Commission # GG 967052
My Comm. Expires Jul 5, 2024
Bonded through National Notary Assn.

Melissa M Lemois

NOTARY PUBLIC, STATE OF Florida

Name: Melissa M Lemois

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A: Legal Description

EXHIBIT A

LEGAL DESCRIPTION FROM TITLE COMMITMENT AS FURNISHED:

A PORTION OF SECTION 10, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY FOR STATE ROAD

#528 COMMONLY KNOWN AS BEELINE HIGHWAY, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA , EXCEPT EAST 1/2 OF SOUTHEAST 1/4 OF SOUTHEAST 1/4, AND EXCEPT RIGHT-OF-WAY OF INTERSTATE HIGHWAY #95 AND EXCEPT RIGHT-OF-WAY FOR STATE ROAD #528, COMMONLY KNOWN AS BEELINE HIGHWAY, AND EXCEPT ALL OF THE LANDS LYING WESTERLY OF THE EXISTING RIGHT-OF-WAY FOR STATE ROAD (I-95) IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35

EAST, LYING AND BEING IN BREVARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1316, PAGE 224, EXCEPT THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3369, PAGE 3657, ALL IN THE PUBLIC RECORDS OF THE BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT DESCRIBED AS FOLLOWS: PART A

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR PROJECT SECTION 70007-2508, RUN THENCE SOUTH 89°44'07" EAST, 561.54 FEET ALONG THE SOUTH LINE OF SAID SECTION 10 TO A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE 95, SECTION 70220-2402), THENCE ALONG SAID EXISTING RIGHT-OF-WAY LINE NORTH 18°18'53" WEST, 52.75 FEET TO THE POINT OF BEGINNING ,

THENCE CONTINUE NORTH 18°18'53" WEST, 290.22 FEET ALONG SAID EXISTING RIGHT-OF-WAY LINE TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3124.05 FEET, A CENTRAL ANGLE OF 18°07'00", AND A CHORD OF 983.70 FEET THAT BEARS NORTH 09°15'23" WEST, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 987.81 FEET FOR THE END OF SAID CURVE, THENCE CONTINUE ALONG SAID EXISTING RIGHT-OF-WAY LINE NORTH 00°11 '53" WEST, A DISTANCE OF 1390.76 FEET TO THE SOUTHERLY EXISTING RIGHT-OF-WAY LINE OF STATE ROAD 528 (SECTION 70007-2501), THENCE NORTH 88°36'31" EAST, 1540.46 FEET ALONG SAID SOUTHERLY EXISTING RIGHT-OF-WAY LINE TO A POINT OF CURVATURE, OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 32°11'38", AND A CHORD OF 332.99 FEET THAT BEARS SOUTH 72°30'43" WEST, THENCE DEPARTING SAID EXISTING RIGHT-OF-WAY LINE, RUN WESTERLY ALONG THE ARC OF SAID CURVE 337.41 FEET FOR THE END OF SAID CURVE, THENCE SOUTH 56°24'54" WEST, 1093.61 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAYING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 56°36'47", AND A CHORD OF 569.50 FEET THAT BEARS SOUTH 28°06'30" WEST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 593.34 FEET TO THE END OF SAID CURVE, THENCE SOUTH 00°11'53" EAST, 205.36 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3725.27 FEET, A CENTRAL ANGLE OF 18°07'00" AND A CHORD OF 1173.15 FEET THAT BEARS SOUTH 09°15'23" EAST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 1178.06 FEET TO THE END OF SAID CURVE, THENCE SOUTH 18°18'53" EAST, 109.59 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A 50 FOOT DEDICATED STREET, THENCE NORTH 89°44'07" WEST ALONG SAID

RIGHT-OF-WAY LINE 12.66 FEET TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

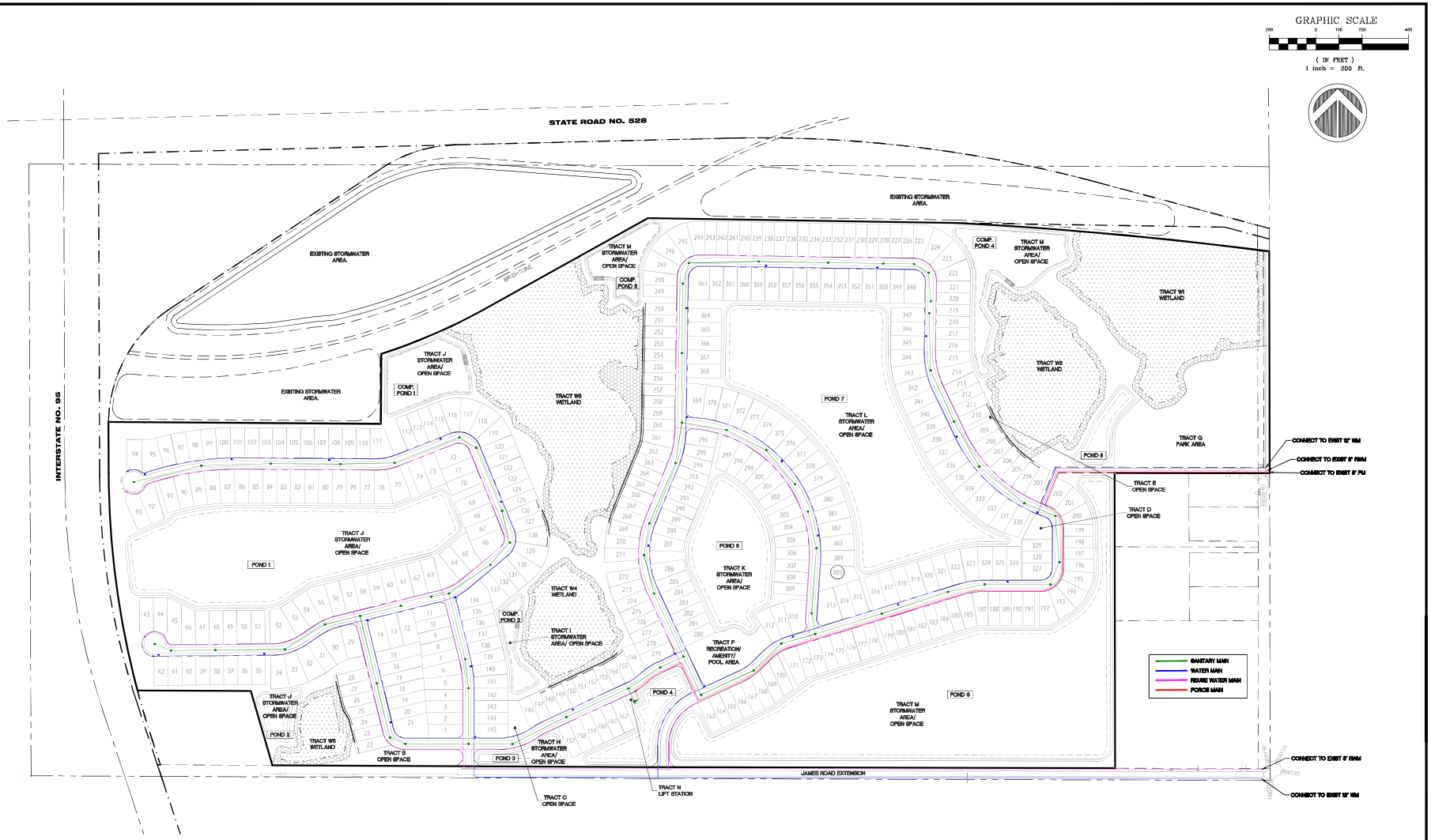
COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, RUN THENCE NORTH 00°15'06" WEST, A DISTANCE OF

50.00 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A 50 FOOT DEDICATED STREET, THENCE NORTH 89°44'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A DISTANCE OF 2113.38 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE 95), THENCE NORTH 18°18'53" WEST ALONG THE SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE 95), A DISTANCE OF 109.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3725.72 FEET, A CENTRAL ANGLE OF 18°07'00", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1178.06 FEET, THENCE NORTH 00°11'53" WEST, A DISTANCE OF 205.36 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEELINE EXPRESSWAY" FORMERLY KNOWN AS STATE ROAD NO. 524) AND A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 600.49 FEET A CENTRAL ANGLE OF 56°36'47", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 593.34 FEET, THENCE NORTH 56°24'54" EAST, A DISTANCE OF 1093.61 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 32°11'38", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 337.41 FEET, THENCE NORTH 88°36'31" EAST, A DISTANCE OF 1179.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5579.58 FEET, A CENTRAL ANGLE OF 16°24'08", THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1597.28 FEET, THENCE SOUTH 74°59'21" EAST A DISTANCE OF 774.87 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 10, THENCE SOUTH 00°04'36" EAST ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1056.66 FEET, THENCE NORTH 89°52'22" WEST, A DISTANCE OF 668.67 FEET, THENCE SOUTH 00°07'14" EAST, A DISTANCE OF 1273.27 FEET, TO A POINT ON THE AFOREMENTIONED JAMES ROAD, A 50 FEET DEDICATED STREET, THENCE NORTH 89°51'39" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 2003.09 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PARCEL CONVEYED BY ORDER OF TAKING IN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED FEBRUARY 8, 2008 IN OFFICIAL RECORDS BOOK 5843, PAGE 351, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND ALSO LESS AND EXCEPT LANDS DESCRIBED IN DEEDS TO BREVARD COUNTY PROPERTY HOLDINGS, LLC AS RECORDED IN OFFICIAL RECORDS BOOK 7000, PAGE 2377 AND OFFICIAL RECORDS BOOK 7434, PAGE 1216 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

EXHIBIT 4



MADDEN
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

OVERALL UTILITY PLAN
FOR
WINDWARD PRESERVE
BREVARD COUNTY FLORIDA

TAYLOR MORRISON
2600 LAKE LUCIEN DR SUITE 300
MAITLAND, FL 32751
407-629-0077

ENGINEER: JAMES STOKES KEEVER LICENSE No. 66527 STATE OF FLORIDA PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION No. C-0000723

NO.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 21074
DATE: 9/26/22
SCALE: 1" = 200'
DESIGNED BY: BJS
DRAWN BY: BJS
APPROVED BY: JJS

C200

R:\Data\21074\Civil\21074 Utility.dwg February 16, 2023 10:27 AM

EXHIBIT 5

Windward Preserve CDD
Estimate Costs / Proposed O&M Chart

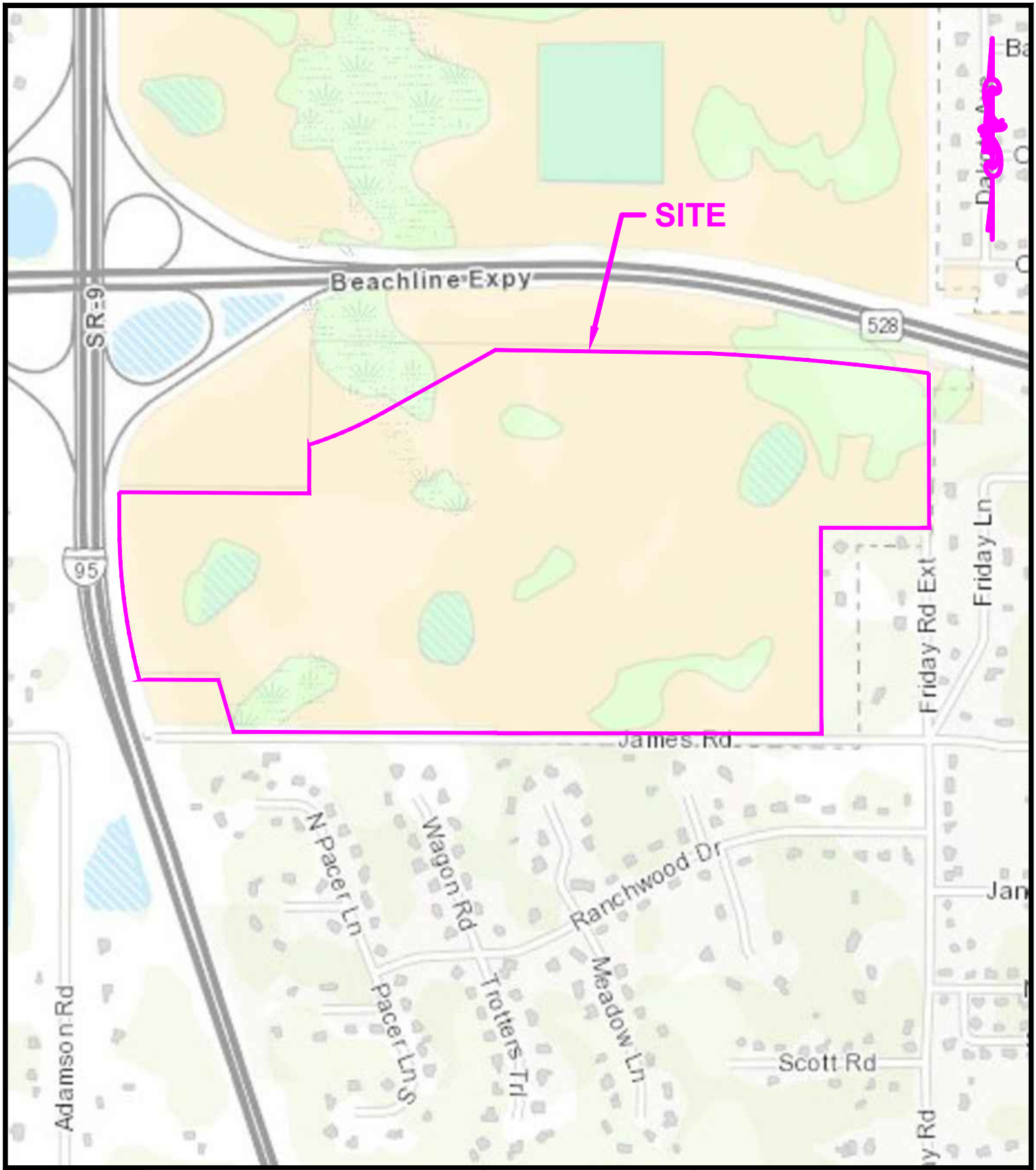
Improvement	Estimated Cost	Finance / Construction Entity	Final Owner
Stormwater Management System	$3,557,022	CDD	CDD
Roadways	$3,186,955	CDD	CDD
Water, Reclaim[1] & Wastewater Systems	$6,180,147	CDD	City of Cocoa
Undergrounding of Conduit	$1,297,500	CDD	CDD
Hardscaping, Landscape, Irrigation	$2,846,706	CDD	CDD
Parks and Trails	$1,000,000	CDD	CDD
Conservation Areas	$0	CDD	CDD
James Road Extension	$1,600,000	CDD	City owned/CDD maintained
Professional Services	$1,693,732	CDD	CDD
Contingency	$2,136,206		
TOTAL	**$23,498,268**		

a. The Developer may alternatively elect to privately finance certain of the improvements above, and have an HOA own and operate such improvements instead of the District.

b. The District will also own, operate, maintain, repair and replace roadway (including pavement as well as hardscape/landscape/irrigation improvements) within the James Road extension west of the intersection with Friday Road. The District shall enter into an interlocal agreement with the City addressing the same.

[1] Reclaim improvements will be the master lines, and irrigation will be parcel specific for the CDD common areas

EXHIBIT 6



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 * (407) 629-8330

JOB NO.	21074
SEC. 24, TWP. 35S, RANGE 10E	
DRAWN BY:	FM
APPROVED BY:	CHM
DATE:	08/26/2021
Scale:	1" = 800'

WINDWARD PRESERVE

FUTURE LAND USE

CITY OF COCOA GOV.



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 * (407) 629-8330

JOB NO.	21074
SEC. 24, TWP. 35S, RANGE 10E	
DRAWN BY:	FM
APPROVED BY:	CHM
DATE:	08/26/2021
Scale:	N.T.S.

WINDWARD PRESERVE

FUTURE LAND USE LEGEND

CITY OF COCOA GOV.

EXHIBIT 7

WINDWARD PRESERVE
COMMUNITY DEVELOPMENT DISTRICT

Statement
of
Estimated Regulatory Costs

March 3, 2023

Provided by

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Windward Preserve Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 212.10 +/- acres of land located within the City of Cocoa, Florida (the "City") and is projected to contain approximately 385 residential dwelling units, which will make up the Windward Preserve development. The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

> "*That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant* (emphasis added)."

1.2 Overview of the Windward Preserve Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned residential development currently anticipated to co ntain a total of approximately 385 residential dwelling units, all within the boundaries of the D istrict. The table under Section 5.0 details the anticipated improvements and ownership /maintenance responsibilities the proposed District is anticipated to construct, operate and maint ain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Windward Preserve.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:
1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after

the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (City of Cocoa, according to Census 2020, has a population of 19,041; therefore, it is not defined as a small City for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned residential development. The development of the approximately 212.10 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 385 residential dwelling units, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the

private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sectorinvestments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State or the City by virtue that the District will be one of many already existing similar districts within the State and also one of a many already existing similar districts in the City. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or

special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of their debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) the City and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. City of Cocoa

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 212.10 +/- acres master planned residential development currently anticipated to contain a total of approximately 385 residential dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 1,348 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The City, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of the City. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

City of Cocoa, Florida

The proposed land for the District is located within City of Cocoa, Florida and consists of less than 2,500 acres. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to

offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the City, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table below provides an outline of the various facilities and services the proposed District may provide . Financing for these facilities is projected to be provided by the District.

Table below illustrates the estimated costs of construction of the capital facilities, outlined in the Table. Total costs of construction for those facilities that may be provided are estimated to be a pproximately $23 million. The District may levy non-ad valorem special assessments (by a variety of na mes) and may issue special assessment bonds to fund the costs of these facilities. These bonds would b e repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in the Table.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Windward Preserve CDD
Estimate Costs / Proposed O&M Chart

Improvement	Estimated Cost	Finance / Construction Entity	Final Owner
Stormwater Management System	$3,557,022	CDD	CDD
Roadways	$3,186,955	CDD	CDD
Water, Reclaim[1] & Wastewater Systems	$6,180,147	CDD	City of Cocoa
Undergrounding of Conduit	$1,297,500	CDD	CDD
Hardscaping, Landscape, Irrigation	$2,846,706	CDD	CDD
Parks and Trails	$1,000,000	CDD	CDD
Conservation Areas	$0	CDD	CDD
James Road Extension	$1,600,000	CDD	City owned/CDD maintained
Professional Services	$1,693,732	CDD	CDD
Contingency	$2,136,206		
TOTAL	**$23,498,268**		

a. The Developer may alternatively elect to privately finance certain of the improvements above, and have an HOA own and operate such improvements instead of the District.

b. The District will also own, operate, maintain, repair and replace roadway (including pavement as well as hardscape/landscape/irrigation improvements) within the James Road extension west of the intersection with Friday Road. The District shall enter into an interlocal agreement with the City addressing the same.

[1] Reclaim improvements will be the master lines, and irrigation will be parcel specific for the CDD common areas

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, City or its dependent districts, or City management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public

and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

City of Cocoa has a population of 19,041 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" City according to Section 120.52, F.S.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Windward Preserve Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Windward Preserve development. First, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Windward Preserve development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other City responsibilities. By contrast, if the City were to establish and administer a dependent Special District, then the residents and landowners of the Windward Preserve development would take their grievances and desires to the City Commission meetings.

Third, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a City-established, dependent Special District is not strictly the City's responsibility, any financial problems that a dependent Special District may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds

from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Windward Preserve Community Development District.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUTE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the City after financing

EXHIBIT 8

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine and Wes Haber of Kutak Rock LLP to act as agent for Petitioner, **Taylor Morrison of Florida, Inc.,** with regard to any and all matters pertaining to the Petition to the City Council of the City of Cocoa, Florida, to Establish the Windward Preserve Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1*), Florida Statutes*. This authorization shall remain in effect until revoked in writing.

Witnessed:

Print Name: BRAD HINKLE

Print Name: SUSAN Kane

TAYLOR MORRISON OF FLORIDA, INC.

By: Heather Isaacs

Its: Vice President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 28th day of February, 2023, by Heather Isaacs as Vice President of Taylor Morrison of Florida, Inc., on its behalf. She [X] is personally known to me or [___] produced _____ as identification.

DEBRA LYNN CUNNINGHAM
Notary Public - State of Florida
Commission # HH 228400
My Comm. Expires Feb 14, 2026
Bonded through National Notary Assn.

Notary Public, State of Florida

NOTICE OF PUBLIC HEARING

By the City Council for the City of Cocoa, Florida to Consider a Petition to Establish the Windward Preserve Community Development District

DATE: **January 9, 2024 - Ordinance Public Hearing & First Reading**
January 23, 2024 - Chapter 190 Public Hearing & Ordinance Public Hearing & Second Reading

TIME: **6:00 P.M.**

LOCATION: **Council Chambers**
65 Stone St.
Cocoa, FL 32922

In compliance with the provisions of Chapter 190, Florida Statutes, a public hearing will be held by the City Council for the City of Cocoa, Florida, to consider an ordinance to grant a petition to establish the Windward Preserve Community Development District ("District"). The title of the proposed ordinance is as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ESTABLISHING THE WINDWARD PRESERVE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; GRANTING SPECIAL POWERS; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The proposed District is comprised of approximately 212.10 acres, generally located south of County Road 528, west of US Highway 1, north of Lake Poinsett and east of Interstate 95. The petitioner has proposed to establish the District to plan, finance, acquire, construct, operate and maintain infrastructure and community facilities which may be authorized by such District under Florida law, including but not limited to, earthwork, roadways, stormwater management, utilities (water & wastewater), hardscape/landscape/irrigation and other infrastructure.

Copies of the petition and the proposed ordinance are open to public inspection at the City Clerk's Office, 65 Stone Street, Cocoa, FL 32922, during regular business hours. For more information, call (321) 433-8484.

All interested persons and affected units of general-purpose government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Any persons or affected unit of general-purpose local government, who wish to appeal any decision made by the Board with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose the person or unit of general-purpose local government may need to insure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Within five working days of receipt of this notice, please contact the City Clerk, at (321) 433-8800, or at the City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.



PUBLISH: 12/26/2023, 1/2/2024, 1/9/2024, and 1/16/2024

FT-38163718

Airstrikes continue on Christmas Day

Bethlehem mayor shares message of grief, anger

Minnah Arshad
USA TODAY

Refugee workers pulled dozens of bodies from the rubble at the Maghazi refugee camp as the death toll rose to 106 Christmas Day following one of Israel's deadliest airstrikes on Gaza since the war began.

At least seven children and a dozen women were killed in the bombing, hospital records showed, which leveled a three-story building in central Gaza.

Bethlehem, celebrated as the biblical birthplace of Jesus, was overcast and in a somber mood at a time celebrations would usually fill the streets.

"Our message every year on Christmas is one of peace and love, but this year it's a message of sadness, grief and anger in front of the international community with what is happening and going on in the Gaza Strip," Bethlehem Mayor Hana Haniyeh said.

About 20,400 Palestinians have been killed in the Israel-Hamas war, according to the Health Ministry in Gaza, and 1.9 million people have been displaced, according to the United Nations agency for Palestinian refugees.

The death toll among Israeli troops rose to 156 over the weekend. About 1,200 people were killed in the Hamas attacks on Oct. 7, and an estimated 240 were taken hostage.



Smoke billows over Khan Yunis during Israelii bombardment from Rafah in the southern Gaza Strip on Christmas Day. SAID KHATIB, AFP/GETTY IMAGES

Pope appeals for peace

Pope Francis blasted the weapons industry and its "instruments of death" as as he made a Christmas Day appeal for peace between Israelis and Palestinians and around the globe.

Francis delivered his annual "Urbi et Orbi" or "To the City and the World" address from the loggia of St. Peter's Basilica in Vatican City. The biblical story of the birth of Jesus in Bethlehem sent a message of peace, he said. But this year, the town was "a place of sorrow and silence."

From Armenia and Azerbaijan to Syria and Yemen, Ukraine to South Sudan and Congo and the Korean peninsula, he appealed for humanitarian initiatives, dialogue and security to prevail over violence.

The Pope said he grieved the "abominable attack" of Hamas Oct. 7 and called for the release of hostages. He also begged for an end to Israel's military campaign in Gaza and the "appalling harvest of innocent civilians" as he called for humanitarian aid. The conflict, he said, should be resolved "through sincere and persevering dialogue between the parties, sustained by strong political will and the support of the international community."

Vatican officials said about 70,000 people filled St. Peter's Square for Francis' noonday speech and blessing. They included many people flying Palestinian flags, as well as some Ukrainian ones.

Egypt proposes plan to end the war

Egypt released a proposal to end the Israel-Hamas war with a cease-fire, phased hostage releases and the creation of a Palestinian government of experts to administer Gaza and the West Bank, Egyptian officials told the Associated Press Monday.



Israeli army armoured personnel carriers moves near the Israeli-Gaza border, Monday. LEO CORREA/AP

The plan calls for the Israeli military to withdraw from Gaza and the Palestinian militants to halt rocket attacks on Israel. It also includes releasing all remaining hostages in exchange for letting all Palestinians out of Israeli prisons. Israel is holding nearly 8,000 Palestinians on security-related charges or convictions, according to Palestinian figures.

The proposal was worked out with officials in Qatar and presented to Israel, Hamas, the United States and European governments, but still appeared preliminary.

Israel's war cabinet, including Prime Minister Benjamin Netanyahu, was expected to meet later Monday to discuss hostages, among other topics, an Israeli official told the AP. The person would not say if the parties would discuss the Egyptian proposal.

U.S. soldier's mother among those stuck in Gaza

Family members and advocates are pleading for the Biden administration and Congress to help evacuate loved ones from Gaza as 300 U.S. citizens, permanent legal residents or their relatives remain trapped more than two months into the fighting, according to the State Department.

Among them is 44-year-old Zahra Sckak, who was holed up Saturday with an older, ailing American relative in a Gaza City building with about 100 others. She was on her sixth day with only water from the sewers to drink and little food, her son, Fadi Sckak, said.

The 25-year-old university student in Sunnydale, California is one of the Palestinian couple's three American sons. One of his brothers is an active-duty U.S. soldier serving in South Korea.

Fadi said his dad, Abedalla Sckak, was shot and wounded last month after a bombing forced the family to flee the building where they had been sheltering. He died days later without treatment.

The State Department said Friday it has helped more than 1,300 people eligible for U.S. assistance get through the Rafah crossing into Egypt. Some U.S. citizens, legal residents and their immediate family are stranded near the crossing, waiting for placement on a list of names provided by the U.S. government that would authorize them to leave. Others, like Zahra, are trapped by fighting, or too ill or wounded to reach the crossing.

"I just want to see my mother again," Fadi said. "I can't bear to lose her."

Contributing: The Associated Press.

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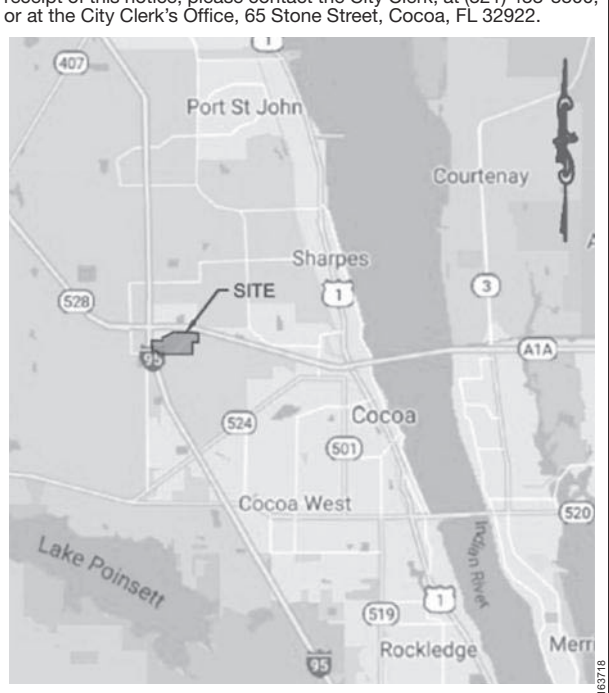
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PUBLISH: 12/26/2023, 1/2/2024, 1/9/2024, and 1/16/2024

FT-38163718



"The aerospace industry, from a demand perspective, has really grown. It's outpaced the supply of modern industrial buildings."

Ryan Wood
Hines managing director of industrial development and acquisitions

An artist's rendering depicts an industrial building at the future Space Coast Innovation Park in Titusville.
PROVIDED BY HINES

Space

Continued from Page 1A

"So we feel like the need is there — and they need us to move quickly," Wood said.

Space Coast Innovation Park construction should start during the first quarter of 2024, Wood said, with the first three buildings opening for space-related businesses in early 2025. He declined to divulge information on future tenants, citing a nondisclosure agreement.

The second phase of construction calls for two industrial buildings spanning nearly 466,000 square feet across 50 acres.

"On the outside looking in, these buildings will be similar to what we also develop in other markets like Atlanta and Tampa, where we're catering to more traditional distribution and industrial users such as e-commerce and retail," Wood said.

"Here's where it's a little bit different: less about pallets and moving boxes around — like you might see in e-commerce — and more about parts storage. Maybe some testing areas. R&D (research and development). There could be some clean-room components for assembly," he said.

"So think of it as, more or less, a key support node in their supply chain. There could be some manufacturing here," he said.

Hines, a real estate development firm that manages $95 billion in assets in 30 countries, and Titusville-based Key Group are teaming up on the project. A third, unspecified construction phase could add mixed-use development on another adjoining 350 acres.

Space Coast Innovation Park will be built on leased land within Space Coast Regional Airport's federally licensed Exploration Spaceport. Space Florida and the Florida Department of Transportation are teaming up to finance $3.48 million of the $6.95 million cost to extend Challenger Avenue, linking with Grissom Parkway near and through the future industrial park.

"The Project will enable spaceport development by creating access to buildable lots for commercial

space industry use and critical access for heavy load transportation from the Spaceport to Cape

Canaveral Spaceport and local transportation networks," a Titusville-Cocoa Airport Authority agenda memo said.

A Space Florida non-disclosure agreement with an unidentified company is linked with the Challenger Avenue extension, airport agenda records show.

At NASA's Kennedy Space Center, the Merritt Island logistics company All Points has announced plans to build more than 500,000 square feet of specialized spacecraft processing facilities on 60 acres south of NASA's Vehicle Assembly Building.

In a FLORIDA TODAY interview last month, former NASA administrator Jim Bridenstine said the All Points complex will help break a "bottleneck" of ground-based spacecraft processing work that is straining Cape Canaveral's infrastructure.

A Space Coast Innovation Park brochure for prospective tenants notes its future buildings will be located within 10 miles of the VAB, making the site "ideally positioned to accommodate the area's strong demand for highly specialized industrial space requiring payload assembly and transport to Kennedy Space Center launch pads."

"This is really an adjunct to activities that are currently happening, and/or hope to happen, within the gates to Kennedy Space Center. But to get inside the gates to Kennedy is highly — as you would imagine — secured and restrictive," Key Group CEO Kathleen Yonce said.

"So anything that can be done on our site can be done at a much cheaper cost of real estate, and can certainly be done at a much easier mode of operations," Yonce said.

Rick Neale is a Space Reporter at FLORIDA TODAY (for more of his stories, click here .) Contact Neale at 321-242-3638 or rneale@floridatoday.com . Twitter/X: @RickNeale1



Insurrectionists loyal to President Donald Trump riot outside the Capitol in Washington on Jan. 6, 2021. Trump has called for pardoning those prosecuted for participating in the insurrection. JOHN MINCHILLO/AP

Democracy in US faces challenges in 2024

Nicholas Riccardi
ASSOCIATED PRESS

Over the past three years, the world's oldest democracy has been tested in ways not seen in decades.

A sitting president tried to overturn an election and his supporters stormed the Capitol to stop the winner from taking power. Supporters of that attack launched a campaign against local election offices, chasing out veteran administrators and pushing conservative states to pass new laws making it harder to vote.

At the same time, the past three years proved that American democracy was resilient.

Former President Donald Trump's attempts to overturn the 2020 election results failed, blocked by the constitutional system's checks and balances, and he now faces both federal and state charges for those efforts. Then the voters stepped in. In every presidential battleground state, they rejected all candidates who supported Trump's stolen election lies and were running for statewide offices that had some oversight of elections.

The election infrastructure in the country performed well, with only scattered disruptions during the 2022 midterms. New voting laws, many of which are technical and incremental, had little discernible impact on actual voting.

"Voters have stepped up to defend our democracy over the past few years," said Joanna Lydgate, chief executive officer of States United, which tracks those who refuse to believe in the legitimacy of the 2020 presidential election. "State and local officials have done a tremendous job in protecting our free and fair elections."

So why all the worry? As Lydgate and anyone else who works in the pro-democracy field quickly notes, the big test – what Lydgate calls "the Super Bowl" – awaits in 2024.

Trump is running for the White House again and has been dominating the Republican primary as the first votes approach. He has called for pardoning those prosecuted for the Jan. 6, 2021, attack on the Capitol, continues to insist falsely that the 2020 election was "stolen" and says he will use the federal government to seek revenge on his political enemies.

Trump has used increasingly authoritarian rhetoric as he campaigns for the GOP nomination. If he wins, allies have been planning to seed the government with loyalists so the bureaucracy doesn't hinder Trump's more controversial plans the way it did during his first term.

It's gotten to the point that Trump was recently asked by conservative commentator Hugh Hewitt whether he planned to be a dictator: "Not at all," Trump responded. "No, I'm gonna rule as somebody that's very popular with the people."

The 2024 election could cause all sorts of conflict, including scenarios that have notably not materialized despite widespread concern since 2020: violence at the polls, overly aggressive partisan poll watchers or breakdowns in the ballot count.

It seems unlikely, though, that Trump could return to the White House if he loses the election. That's what he failed to accomplish in 2020, and he's in a weaker position now.

His strategy then was to use Republican dominance in swing state legislatures, governorships and secretary of state offices to try to send slates of fake electors to Congress even though Democrat Joe Biden won those states and captured the presidency.

Since then, Republicans have lost two of those swing state secretary of state offices – in Arizona and Nevada – as well as the governor's office in Arizona and control of the state legislatures in Michigan and Pennsylvania. In Congress, lawmakers passed a bipartisan bill closing some of the loopholes in the counting of Electoral College votes that Trump tried to exploit to stay in office, making it harder to challenge state certifications on the House floor.

The upshot is it will be far harder for Trump to try to overturn a loss in 2024 than in 2020. The most likely way he returns to the White House is by winning the election outright.

"It's not to say the risks are gone," said Rick Hasen, a law professor at the University of California, Los Angeles. "It's to say we've successfully fought the last war."

History is full of examples of authoritarians who first came to office by winning a legitimate democratic election. But the risk to democracy of someone legitimately winning an election is different than the risk of a candidate trying to overturn an election loss.

When Trump began to falsely claim he had won the 2020 election and urged Republicans to overrule their states' voters and send his electors to Congress, every GOP official with the power to do that refused. The Republican leaders of the Michigan Legislature turned down his request to overrule voters. In Georgia, where the presidential ballots were counted three times and affirmed Biden's win, Gov. Brian Kemp and Secretary of State Brad Raffensperger earned Trump's fury by rejecting him. So did then- Arizona Gov. Doug Ducey and the Republican leaders of that state's legislature.

Some Republicans did try to aid Trump. Texas Attorney General Ken Paxton led a group of 17 GOP attorneys general in filing a lawsuit urging the U.S. Supreme Court to overturn the election. The high court swiftly dismissed the case. Trump lost all but one of more than 60 lawsuits he and his allies filed in states to overturn the election, sometimes before judges he had appointed.

Then in November 2022, every swing state candidate who backed Trump's effort to overturn his loss and who was running for a statewide office with a role in elections lost.

"There's little doubt our democracy has gotten dinged up in a couple of moments of late, but we have decided we like it compared to the alternative," said Justin Levitt, who served as adviser for democracy and voting rights for two years in the Biden White House and is now a law professor at Loyola Marymount University in Los Angeles.

Election deniers have been able to make gains in one area – offices where they simply have to win a Republican primary. That's meant they have taken power in local governments in many rural areas, often disrupting elections and embracing conspiracy theories or procedures such as hand-counting, which is less reliable and more time-consuming than tabulating thousands of votes on machines.

They also have been able to expand their power within Republican legislative bodies from statehouses to Congress. U.S. Rep. Mike Johnson of Louisiana, who helped organize a brief supporting the quickly thrown-out lawsuit to overturn Biden's victory, is now the House speaker.

If Johnson retains his speakership in January 2025, he could be in a position to disrupt certification of a Biden victory. Republicans more willing to subvert democracy also could have greater sway in state legislatures.

Then there's the view of Trump backers. They report being even more worried about democracy than those who oppose him. Normally members of the party out of power feels like democracy isn't working as well for them, but Trump's situation is different. He's the first president in history to face prosecution and is promoting the narrative that he's being persecuted by his likely general election opponent.

The Colorado Supreme Court found his role in the Jan. 6 attack was sufficient grounds to remove him from the state's ballot under the 14th Amendment, a ruling Trump's campaign said it will appeal soon to the U.S. Supreme Court, where three of his nominees help form the conservative majority. On Thursday, Maine's Democratic secretary of state struck Trump from that state's primary ballot, becoming the first election official to take such action. Shenna Bellows suspended her ruling until Maine's court system rules on the case.

While campaigning, Trump has adopted an "I'm rubber and you're glue" approach, accusing Biden of being the actual threat to democracy.

A more revealing argument comes from a contention one of Trump's attorneys made before the Colorado Supreme Court. Scott Gessler, a former Colorado secretary of state, was arguing against attempts by a liberal group to boot Trump from the ballot.

"If the entire nation chooses someone to be president, can that be an insurrection or is that a democratic choice?" Gessler asked.

NOTICE OF PUBLIC HEARING

By the City Council for the City of Cocoa, Florida to Consider a Petition to Establish the Windward Preserve Community Development District

DATE: **January 9, 2024 - Ordinance Public Hearing & First Reading**
January 23, 2024 - Chapter 190 Public Hearing & Ordinance Public Hearing & Second Reading

TIME: **6:00 P.M.**

LOCATION: **Council Chambers**
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Cocoa, FL 32922

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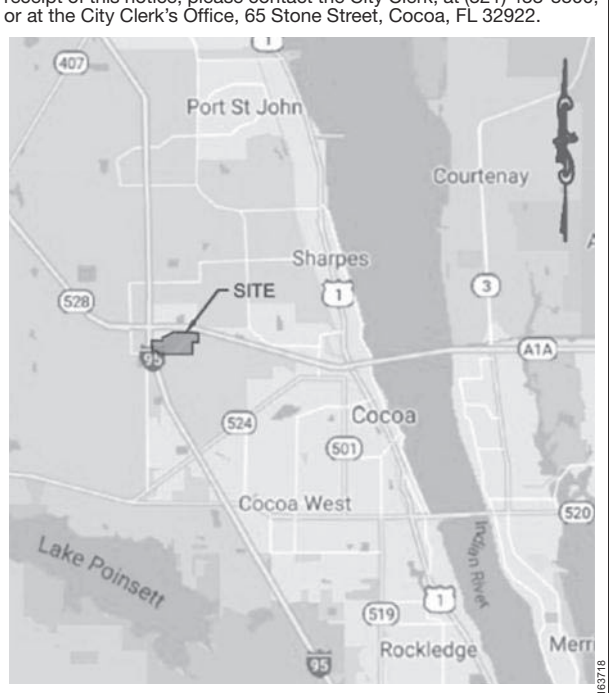
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PUBLISH: 12/26/2023, 1/2/2024, 1/9/2024, and 1/16/2024

FT-38163718



A SpaceX Falcon 9 rocket lifts off Sunday from Cape Canaveral Space Force Station on the Starlink 6-35 mission. TIM SHORTT/ FLORIDA TODAY

Vulcan

Continued from Page 1A

liftoff on NASA TV."That was fantastic," Monda said.

The Vulcan's launch was picture perfect.

"Vulcan is very much based on our heritage rockets, the Delta IV and Atlas V vehicles. But we brought in a lot of new innovation and capabilities that are going to allow us to even better support our warfighters (and) exploration, as well as connecting the world," Amanda Bacchetti, ULA director of vehicle upgrades, said during the NASA TV broadcast.

However, hours after launch Monday morning, Astrobotic reported that an anomaly with its Peregrine lunar lander had prevented the spacecraft from "achieving a stable sun-pointed orientation" after a successful stage separation.

"The team is responding in real time as the situation unfolds and will be providing updates as data is obtained and analyzed," a company statement said.

Vulcan's success is critical to ULA's trajectory — as SpaceX has ascended to dominate the Space Coast's unprecedentedly busy launch schedule. Mated with a Centaur V upper-stage booster, Vulcan is slated to replace ULA's Atlas V rocket and soon-to-be-retired Delta IV Heavy rocket.

Next, ULA officials are targeting April for Vulcan's second flight to earn certification to carry Space Force national security payloads. Afterward, Bacchetti said engineers will embark upon about two months' worth of data testing before earning certification. The company hopes its first Vulcan launch supporting national security happens this summer.

ULA has already sold more than 70 Vulcan launches to date, including 38 missions for Amazon's Project Kuiper and multiple national security space launch missions — with hopes of ramping up a future biweekly launch rate, the company announced Monday.

"This is a groundbreaking day, culminating years of technical collaboration and partnership to field a new launch system for the United States. Congratulations to United Launch Alliance on a successful first Vulcan Centaur launch," Brig. Gen. Kristin Panzenhagen, who commands Space Launch Delta 45, said in a Monday press release.

"A strong, competitive launch market, servicing both government and commercial customers, supports continued innovation and our assured access to space," Panzenhagen said.

Astrobotic's Peregrine four-legged lunar lander measures 6.2 feet tall and 8.2 feet wide. Propelled into position by the Vulcan's Centaur V upper stage, equipped with a top-mounted solar panel, Peregrine is scheduled to operate for about 10 days on the moon's surface with an array of scientific instrumentation.

"The United States hasn't soft-landed on the moon since NASA's Apollo program more than 50 years ago. And only a handful of countries have ever successfully landed on the lunar surface," Alivia Chapala, Astrobotic director of marketing and communication, said on NASA TV.

"Astrobotic's aim is to not only return the American flag to the moon again with Peregrine, but also to start regular commercial lunar deliveries to the moon's surface," Chapala said.

On the moon, NASA instruments aboard Peregrine are slated to study the lunar exosphere, thermal properties of the lunar regolith, hydrogen abundances in the soil at the landing site, and conduct radiation environment monitoring, the agency said in a Monday press release.

"The first (Commercial Lunar Payload Services) launch has sent payloads on their way to the Moon — a giant leap for humanity as we prepare to return to the lunar surface for the first time in over half a century," NASA Administrator Bill Nelson said in the release.

"These high-risk missions will not only conduct new science at the Moon, but they are supporting a growing commercial space economy while showing the strength of American technology and innovation," Nelson said.

"We have so much science to learn through CLPS missions that will help us better understand the evolution of our solar system and shape the future of human exploration for the Artemis Generation," he said.

For the latest launch schedule updates from Cape Canaveral Space Force Station and NASA's Kennedy Space Center, visit floridatoday.com/launchschedule.

Rick Neale is a Space Reporter at FLORIDA TODAY. Contact Neale at 321-242-3638 or rneale@floridatoday.com. Twitter/X: @RickNeale1

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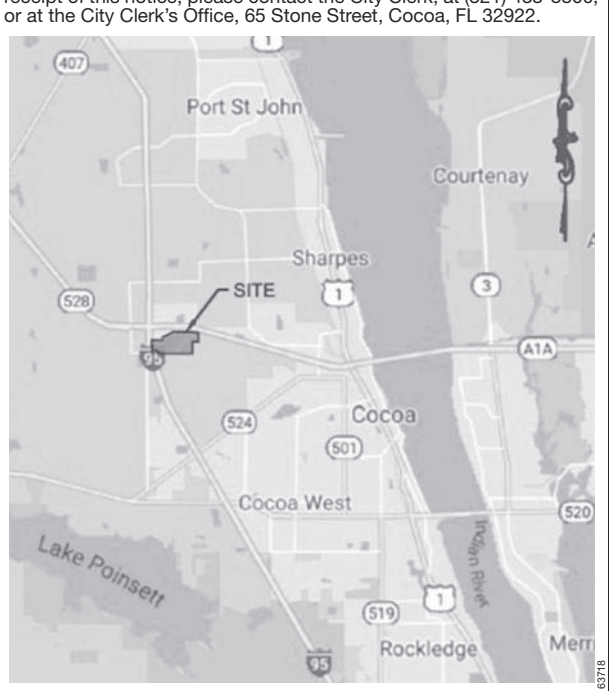
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Axiom-3

Continued from Page 1A

Thursday press conference.

"However, this mission is not only focused on the first manned mission, but it's also representing a lot of scientific missions that we are intending to contribute in the science world," Gezeravcı said.

Gezeravcı's fellow Axiom-3 astronauts:

- Commander Michael López-Alegría, a former NASA astronaut and dual American-Spanish citizen.
- Pilot Walter Villadei, an Italian Air Force colonel.
- Mission Specialist Marcus Wandt, a Swedish European Space Agency astronaut.

"And now, the feelings are mostly excitement and joy. And actually, you can see that on the faces and in the eyes of the people around us — and within the crew — that we're getting close," Villadei said during the press conference.

In an encouraging early forecast, the Space Force's 45th Weather Squadron pegs the odds of "go for launch" weather at more than 95%. Primary risk: liftoff winds. Wednesday's National Weather Service forecast calls for mostly sunny skies, a high near 60 and north wind of 10 to 15 mph with gusts reaching 20 mph at nearby Cape Canaveral Space Force Station.

Axiom-3 is scheduled for liftoff on the heels of Sunday night's SpaceX Falcon 9 launch that sent a new batch of Starlink satellites into low-Earth orbit from Cape Canaveral Space Force Station. The mission will mark the first crewed launch of the year from the Space Coast.

After stage separation, the Falcon 9 first-stage booster will target a return landing at the military facility, generating sonic booms in Brevard County.

Axiom Space previously launched Axiom-1, the first private mission to the ISS, in April 2022. Following suit, Axiom-2 launched in May from KSC.

Based in Houston, Texas, Axiom Space is building the first commercial space station — with hopes of launching its first section into low-Earth orbit in 2026. Michael Suffredini, the co-founder and president-CEO, served as NASA's ISS program manager from 2005 to 2015.



The crew of Axiom-3, from left: Axiom Space's chief astronaut and former NASA astronaut Michael López-Alegría, commander; Italian Air Force Col. Walter Villadei, pilot; and mission specialists Alper Gezeravci of Turkey and ESA astronaut Marcus Wandt of Sweden. PROVIDED BY AXIOM SPACE

Axiom Space, NASA and SpaceX officials will conduct a launch readiness review Tuesday to discuss the Falcon 9 and Dragon spacecraft, hardware and mission status.

López-Alegría was born in Madrid, Spain, and he grew up in Mission Viejo, California. He served as a mission specialist on three space shuttle flights: STS-73 (Columbia) in 1995, STS-92 (Discovery) in 2000, and STS-113 (Endeavour) in 2002.

He also commanded ISS Expedition 14, which launched to the space station in 2007 aboard a Soyuz rocket from the Baikonur Cosmodrome in Kazakhstan. Then he commanded the crew of Axiom-1 in 2022.

"We're super ready. We're very excited to embark on this mission," López-Alegría said during the press conference.

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Obamacare

Continued from Page 1A

2.5 million uninsured, also has one of the nation's highest shares of residents without health coverage.

"I do think that Florida and Texas are going to be last to take up Medicaid expansion," said Arielle Kane, director of Medicaid initiatives for Families USA, a national health advocacy organization. "But I'd love to be wrong."

Turning back coverage — and federal dollars

In turning back a program that could bring health coverage to roughly 1 million Floridians, Gov. Ron DeSantis and Republican supermajorities in the House and Senate also are rejecting about $5.6 billion in federal aid which would come in the first two years of expansion, and about $4.4 billion annually after that.

Florida taxpayers' share of expansion would run about $200 million a year, analysts have said. A family of four, earning $41,400 a year – or 138% of the federal poverty level – could qualify for health insurance under an expansion.

While Floridians in that income bracket are poor, many are working in service-industry jobs that drive the state's polarized, tourism-driven economy.

But also covered would be unemployed single people, a provision which antagonizes Republican leaders.

"I could be sitting at home as a 40-year-old, living with my parents playing Xbox and I should be able to knock on your door and say 'pay my health insurance because health care is a right. You owe me'?" said House Speaker Paul Renner, R-Palm Coast.

Instead, Renner said the state has approached health coverage "the right way." It expanded income limits last year for families to qualify for Florida KidCare subsidized health insurance, while many employed Floridians can afford coverage under one of the health plans also available under the Affordable Care Act, also known as Obamacare.

"We can't give all things to all people, and if it's not a true safety net, it goes back to (former British prime minister) Margaret Thatcher's saying that the great problem with socialism is that eventually, you run out of other people's money," he added.

Renner says expansion 'dead on arrival'

Renner said Medicaid expansion is "dead on arrival," but "not due to a lack of consideration."

The 2.5 million Floridians lacking health insurance represent a much higher rate than the national average. Most earn too much money to qualify for the state's traditional, low-income Medicaid coverage, but still fall below the poverty level and can't afford an Obamacare policy.

DeSantis, during a September Republican presidential debate, struggled to explain why so many people in his state are uninsured, attempting to blame it on inflation. Floridians without insurance comprise 11% of the state's population, according to the U.S. Census Bureau.

Only Georgia, Texas and Wyoming – also states in which Medicaid expansion has been rejected – have a higher percentage of uninsured.

"We want to join the many states, Republican-included, that have expanded Medicaid to make sure that every Floridian can be covered," said Rep. Dotie Joseph, D-North Miami, echoing a call Florida Democrats have been making for a decade, since expansion began under then-President Barack Obama.

Former Florida Gov. Rick Scott, now a U.S. senator, blocked expansion efforts during his years as the state's chief executive. DeSantis followed suit. This year, GOP legislative leaders took the idea off the table on the very first day of session.

The closest Florida ever got to embracing the program was in 2015, when a bipartisan expansion plan was endorsed by the state Senate, but it was defeated by a political tag-team of Scott and the House.

'Live Healthy' is Senate's focus

This year, Passidomo is bringing health care into focus by advancing a signature "Live Healthy" proposal.

The $800 million package of initiatives is aimed at adding more people to the health care workforce, train more doctors and keep them in Florida, and make more lower-income Floridians eligible for health care in low-cost or free clinics, keeping them out of emergency rooms.

It's likely to win full approval in the Senate in the coming days, with the House signaling it will back the effort later in session.

Robin Rudowitz, director of the Program on Medicaid and the Uninsured at KFF, a health policy research organization, said many states are enacting initiatives dealing with a worker shortage in hospitals and other health care settings.



Senate President Kathleen Passidomogives remarks during opening day of the 2024 Florida Legislative Session on Jan. 9.
ALICIA DEVINE/TALLAHASSEE DEMOCRAT

Workforce steps and expansion can be done at same time, expert says

But that shouldn't rule out Medicaid expansion: "Many states are struggling with workforce issues," Rudowitz said. "But many states can do both things."

Passidomo, though, dismissed any talk of Medicaid expansion, even though the idea continues to bubble in nearby states which remain holdouts – Georgia, Mississippi and Alabama.

North Carolina became the 40th state to expand Medicaid last year, with that state's Republican-controlled Legislature approving the step.

"Medicaid expansion is not going to happen," Passidomo said in her session-opening address to the Florida Senate. "It is not a quick fix. It is not a panacea. In fact, if you cannot actually schedule an appointment with a health care provider, Medicaid expansion is nothing more than a false government promise."

LIke Renner, Passidomo told reporters that she disagreed with the underlying approach of the program.

Medicaid expansion "is not working. It's billions and billions of dollars, as opposed to what we're doing now, which is, grow the work force to get the underserved served," she said.

"It's common sense," Passidomo added. "It's not political."

Can't take politics out of Obamacare

But it seems that politics cannot be removed from Obamacare.

Republicans in Congress finally pivoted away from campaigning against Obamacare in advance of the 2022 elections, after suffering a backlash four years earlier for trying to undo popular elements like protecting people with pre-existing conditions.

Donald Trump ran on repealing Obamacare in winning the 2016 presidential campaign — and in losing his 2020 re-election bid.

This year, Trump again is campaigning for the White House committing to abolish Obamacare. At the same time, a record number of people have signed up for health policies under the program, and the law draws high favorability ratings among voters.

DeSantis, far behind Trump in polls, also promises to "replace and supersede" Obamacare with a "better plan."

In the Florida House, there was a glimmer of expansion talk last fall when one GOP lawmaker broke ranks and said it was time for the state to move past its long refusal.

But clearly Rep. Joel Rudman, a doctor and conservative Republican from Navarre, has been unable to bring leadership along.

"The politics does get involved. But as a physician, I don't believe health care should be partisan," Rudman said at the time.

John Kennedy is a reporter in the USA TODAY Network's Florida Capital Bureau. He can be reached at jkennedy2@gannett.com, or on Twitter at @JKennedyReport

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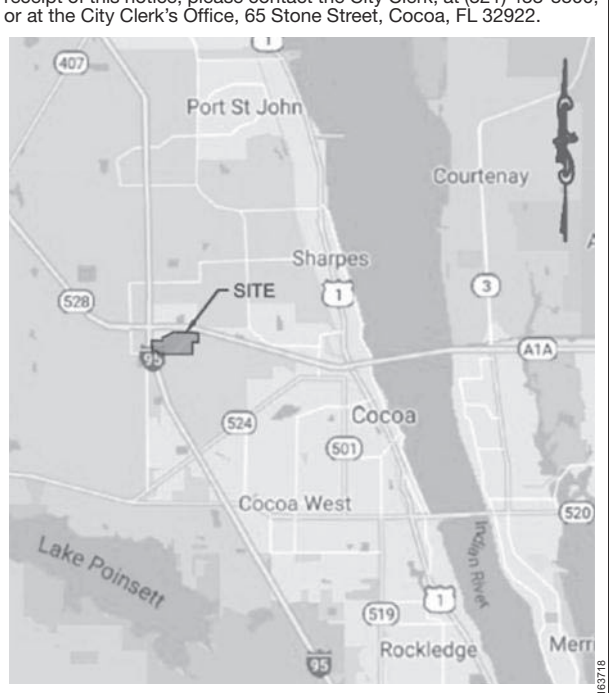
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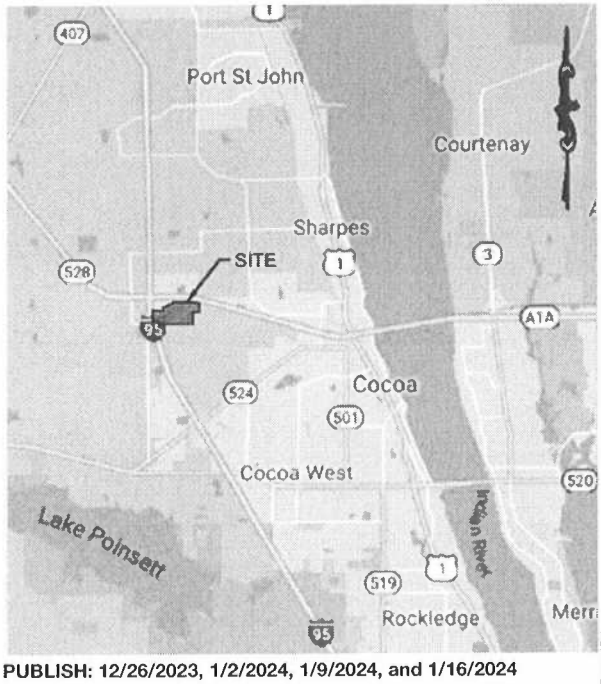
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PUBLISH: 12/26/2023, 1/2/2024, 1/9/2024, and 1/16/2024

FT-3816/3718

THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: 1/9/2024 and 1/23/2024
Ordinance Number: 01-2024
Posted To Webpage: 1/19/2024

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

> **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ESTABLISHING THE WINDWARD PRESERVE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; GRANTING SPECIAL POWERS; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Parts I-IV below are <u>not</u> required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

X 7.Ordinances enacted to implement the following:

__ a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

X b. Sections 190.005 and 190.046;

__ c. Section 553.73, relating to the Florida Building Code; or

__ d. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.
Summary of the proposed ordinance and statement of public purpose:
(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

[INSERT SUMMARY]

Part II.
Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Cocoa: (*fill out subsections a-c as applicable, if not applicable write "not applicable")*

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

_____
_____

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

_____
_____

(c) An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

_____
_____

Part III.
Good faith estimate of the number of businesses likely to be impacted by the ordinance:

_____
_____

Part IV. Additional Information the City Council may find useful (if any):

_____
_____
_____
_____

This Business Impact Estimate may be revised following its initial posting.

Legislation Details (With Text)

File #:	24-045	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Agenda Ready
File created:	1/18/2024			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	Consider the reappointments of Jackie Isom, Tracy Moore and Marilyn Ross Smith to the Diamond Square CRA through January 30, 2028.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	J. Isom Intent to Reapply.pdf T. Moore Intent to Reapply.pdf M. Ross Smith Intent to Reapply.pdf Diamond Square Redevelopment Roster.pdf Recorded_ Diamond Square Interlocal Agreement CRA with Brevard County.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 18, 2024
Agenda Date: January 23, 2024
Prepared By: Monica Arsenault, Interim City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointments of Jackie Isom, Tracy Moore and Marilyn Ross Smith to the Diamond Square CRA through January 30, 2028.

BACKGROUND:

Jackie Isom, Tracy Moore and Marilyn Ross-Smith were all appointed to the Diamond Square CRA in January, 2020. Their current terms are set to expire on January 30, 2024 and they have indicated an interest in being considered for reappointment.

It should be noted that per the Interlocal Agreement between the City of Cocoa, Brevard County and the Diamond Square Community Redevelopment Agency adopted on October 1, 2019, the terms of Diamond Square CRA members were modified as follows:

Seat #1: one year term
Seat #2: two-year term
Seat #3: three-year term
Seat #4: four-year term
Seat #5: four-year term

Seat #6: four-year term
Seat #7: appointed by County Commission

Additionally, no Agency member may serve more than two (2) consecutive terms followed by at least one year off from the board before they can be reconsidered for appointment.

As such, if all three members are reappointed their second term will expire on January 30, 2028.

Ms. Isom, Ms. Moore and Ms. Ross-Smith all meet the requirements for serving on a City board.

A current board roster is attached for Council's review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council appoints and reappoints Board members as vacancies occur and terms expire.

RECOMMENDED MOTION:

Consider the reappointments of Jackie Isom, Tracy Moore and Marilyn Ross Smith to the Diamond Square CRA through January 30, 2028.

In response to inquiry by the Office of the City Clerk, I, Jackie Isom

X seek reappointment

_____ do not seek reappointment

as a member of the Diamond Square CRA for the City of Cocoa for a four-year term.

Sincerely,

Jackie Isom

Additional Comments:

_____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

In response to inquiry by the Office of the City Clerk, I, Tracy Moore

✓ seek reappointment

_____ do not seek reappointment

as a member of the Diamond Square CRA for the City of Cocoa for a four-year term.

Sincerely,

Tracy Moore

Tracy Moore

Additional Comments:

_____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

In response to inquiry by the Office of the City Clerk, I, Marilyn Ross-Smith

✓ seek reappointment

_____ do not seek reappointment

as a member of the Diamond Square CRA for the City of Cocoa for a four-year term.

Sincerely,

Marilyn Ross Smith

Marilyn Ross-Smith

Additional Comments:

Please remove the hyphen from my name.

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Diamond Square Redevelopment Agency	**(Reconstructed 1/30/2020) Meets Third Monday Every Month @ 6pm**			**Expirations Vary**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Seat #1: 1 year term Amy Robinson	401 Churchill Drive Cocoa, FL 32922 amykellyavant@gmail.com	407-432-5010 hm & cell	01/24/23-Reappt. For 1 year term 04/12/2022-1 year term	01/30/2024
Seat #2: 2 year term Ed Jones	1214 Holmes Street Cocoa, FL 32922-6159 Edjones45@aol.com	631-4003 wk 543-3523 cell	04/12/2022-reappointed for 2nd two year term 01/30/2020-2 year term	01/30/2024
Seat #3: 3 year term Crystal McQueen	956 N. Cocoa Blvd. Ste 1121 Cocoa, FL 32922 crystalmcqueen@gmail.com	321-355-8170 hm 321-427-7327 wk	01/24/23 Reappt. For 3 year term 05/10/2022 appointed to fill term vacated by D. Martin	01/30/2026
Seat #4: 4 year term Tracy Moore-Chairperson	2747 Wentworth Place Cocoa, FL 32926-5865 rcptm@bellsouth.net	639-9917	01/30/2020-4 year term	01/30/2024
Seat #5: 4 year term Marilyn Ross-Smith	1056 Park Drive Cocoa, FL 32922 marilynsmithonline@gmail.com	795-1252 cell	01/30/2020-4 year term	01/30/2024
Seat #6: 4 year term Jackie Isom	1050 Bristol Drive Cocoa, FL 32922 Ms.jay50@yahoo.com	480-1763 cell	01/30/2020-4 year term	01/30/2024
Seat #7: District 2 County Commission: Larry Brown **Vice Chairperson**	1720 Cogswell St. Rockledge, FL 32955 brow3093@bellsouth.net	321-536-8235 – Cell 321-636-8338 – Home	03/25/20 - 03/24/24 – 4 year term	03/24/2024
LIAISON	James Goins	474-4923	Updated 12/23	
Counsel: Joseph G. Colombo. PA	2351 W Eau Gallie Blvd Suite 1 Melbourne, FL 32935 josephcolombo@earthlink.net colombolaw@mommerscolombo.com			
RECORDING SECRETARY	Ryan Browne	433-8577		

CFN 2019274806, OR BK 8617 PAGE 1078,
Recorded 12/18/2019 at 11:58 AM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:7

INTERLOCAL AGREEMENT
BETWEEN CITY OF COCOA,
DIAMOND SQUARE REDEVELOPMENT AGENCY, AND
BREVARD COUNTY

THIS INTERLOCAL AGREEMENT is entered into by and between the CITY OF COCOA, a Florida municipal corporation, 65 Stone Street, Cocoa, Florida 32922 (hereinafter "the CITY"), the CITY OF COCOA DIAMOND SQUARE REDEVELOPMENT AGENCY, (hereinafter "the AGENCY"), and BREVARD COUNTY, a political subdivision of the State of Florida, in its own name and in behalf of each County Taxing Authority, as defined in section 2b., below), 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter collectively called "the COUNTY").

WITNESSETH:

WHEREAS, the CITY created the AGENCY pursuant to CITY Ordinance 13-98 and after the COUNTY delegated its authority under Part III, ch.163, Florida Statutes, as set forth in COUNTY Resolution 097-161; and

WHEREAS, the CITY created a tax increment redevelopment trust fund (TRUST FUND) pursuant to section 163.387, Florida Statutes, and CITY as a part of the noted CITY and COUNTY enabling authority; and

WHEREAS, the CITY and COUNTY have continuously paid their respective full trust fund payments required by section 163.387(1), Florida Statutes to the AGENCY since the first fiscal year of the AGENCY's operation; and

WHEREAS, the COUNTY is facing certain budget issues relating to road maintenance, construction and reconstruction due to county charter restrictions on ad valorem tax revenues and other factors; and

WHEREAS, the COUNTY has evaluated multiple options to address these budget issues; and

WHEREAS, part of a solution to the COUNTY budget concerns would involve negotiation of an interlocal agreement with various cities and AGENCYs with the goal of working toward reducing or ceasing the COUNTY's future annual trust fund contributions in order to utilize those funds for road maintenance, construction, and reconstruction; and

WHEREAS, the COUNTY and CITY also recognize that the AGENCY continues to serve an important public purpose and that continuing to encourage and foster redevelopment activities within the AGENCY's boundaries using AGENCY TIF Payments, consistent with the AGENCY's Redevelopment Plan, remains necessary to alleviate blight and slum conditions within the

AGENCY boundaries, and that the alleviation of these conditions is in the best interests of not only the citizens and businesses within the CITY, but the citizens and businesses of Brevard County as a whole; and

NOW, THEREFORE, the parties mutually agree as follows:

1. **RECITATIONS**. The foregoing recitations are true and correct and incorporated by this reference.

2. **DEFINITIONS**. The terms below shall have the indicated meanings.

a. "Increment" or "Tax Increment" shall have the same meaning as "increment" as set forth in section 163.387(1)(a), Florida Statutes.

b. "County Taxing Authority" means Brevard County, through its Board of County Commissioners and any COUNTY established Municipal Services Taxing Unit (MSTU) or dependent special districts in behalf of which the COUNTY levies taxes or approves a budget to the extent such MSTU or dependent special district is required to contribute a tax increment to the trust fund established by the CITY for the AGENCY in accordance with the requirements of section 163.387, Florida Statutes.

3. **AUTHORITY.** This agreement is being entered into under the authority vested in the parties by section 163.387(3)(b), Florida Statutes and, pursuant to that authority, supersedes any provision or requirement set forth in section 163.387, Florida Statutes to the extent of any conflict with this agreement and that statutory provision.

4. **AGENCY BOARD.**

a. Effective October 1, 2019, the Parties agree the Agency Board will be reformed in accordance with section 163.356, Florida Statutes as a seven (7) member board and as required by this Agreement.

b. In accordance with the provisions of section 163.356(2), Florida Statutes, one member of the board of commissioners for the AGENCY will be the Brevard County Board of County Commissioner in whose District the Agency is located. If that Commissioner desires to appoint a designee to take his/her place as the representative of the taxing authority, the designee must be approved by the COUNTY board as its representative and the designee must otherwise meet the qualifications at section 163.356(3)(b), Florida Statutes. The remaining six (6) members of the AGENCY Board shall be appointed by the CITY. Existing Agency Commissioners may be reappointed to the AGENCY Board. The Parties agree that section 163.356(3)(b) and 163.340(17), Florida Statutes, define the Agency's area of operation as equal

to the CITY's corporate limits. This Agency position is a full voting position. The District Commissioner's duty is considered an additional duty of office for the Brevard County Commissioner as authorized by section 163.356(2), Florida Statutes.

c. Section 163.356(2), Florida Statutes provides that the terms of office of each Agency Commissioner will be for four years, except that three of the CITY appointed members first appointed hereunder shall be designated to service terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of four years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term.

d. Additionally, the Parties agree that upon completion of his or her current term, no Agency Commissioner may serve more than two (2) consecutive terms followed by at least one year off of the board before they may be considered for reappointment. Upon reappointment, said individual will again be subject to the two (2) consecutive term limit.

5. **AGENCY TERMINATION DATE.** The AGENCY termination date is September 30, 2032. The Parties agree that the AGENCY, the CITY, and COUNTY shall take such actions as may be required to terminate the AGENCY on the termination date, which action shall include the amendment or repeal of any CITY or COUNTY resolutions or ordinances (1) delegating authority to the CITY to create a community redevelopment agency and (2) creating the community redevelopment agency and trust fund.

6. **COUNTY TAX INCREMENT PAYMENT**. As required by section 163.387, Florida Statutes, the COUNTY will continue its annual tax increment contribution to the AGENCY trust fund in every fiscal year through the AGENCY's termination date, however, said annual COUNTY contribution shall be capped at an amount not to exceed $150,000 in any fiscal year in which the AGENCY exists. In the event the COUNTY's tax increment exceeds $150,000 in any fiscal year ("Extra TIF"), nothing in this Agreement shall be construed or interpreted as preventing the COUNTY from contributing, in its sole discretion, the Extra TIF to fund any portion of an AGENCY redevelopment project described in Section 10 of this Agreement. The Parties agree that no County tax increment funds (TIF) will be used to fund travel expenses for Agency Board Members.

7. **INDEBTEDNESS AND PROPERTY.** No provision of this Agreement shall be construed or interpreted as limiting or prohibiting the Agency from incurring indebtedness of any kind allowed by law. However, the Parties agree the maturity date for any existing or future indebtedness incurred by the Agency, for which COUNTY Tax Increment Fund payments have been pledged as a source of revenue, shall not extend beyond the Agency Termination Date. The CITY and AGENCY agree to obtain COUNTY agreement prior to incurring any new indebtedness for which the CITY and AGENCY will use COUNTY increment funds as the source of repayment. The CITY agrees to assume, and to be fully liable for any indebtedness owed, and

receive title to all property owned by the AGENCY after the AGENCY termination date, as provided in section 189.076(2), Florida Statutes.

8. **CITY PAYMENT INTO AGENCY TRUST FUND**. Nothing in this agreement shall be deemed to prevent the CITY from continuing to contribute into the AGENCY trust fund through the AGENCY termination date.

9. **ANNUAL AUDIT; REPORT; AND MEETING.** The AGENCY will comply with the annual reporting requirements in section 163.371, Florida Statutes and the financial audit report requirements in section 163.387(8), Florida Statutes, as amended from time to time. In accordance with Section 163.371(1), the COUNTY agrees that a digital map identical to the current version published by the AGENCY meets the requirement to show geographic boundaries. See http://cocoacity.maps.arcgis.com/apps/webappviewer/index.html?id=a9691ce49ac84cf193a6a42aab77f4f0. Additionally, the CITY and AGENCY agree to contractually require the independent auditor preparing the AGENCY's annual audit report to examine AGENCY expenditures and certify that all AGENCY tax increment revenues have been lawfully expended for the community redevelopment purposes authorized under the provision of chapter 163, Part III, Florida Statutes. If any AGENCY expenditure is not certified as compliant by the independent auditor, the CITY and AGENCY, at their discretion, will take whatever steps are necessary to bring any such expenditure into compliance including, but not limited to, contesting the independent auditor's opinion, reimbursing the AGENCY for such expenditure with CITY funds, or by such other lawful means. After submitting the annual AGENCY audit report, the City Manager of the CITY shall annually meet with the County Commissioner in whose District the AGENCY is located to discuss the annual audit reports, if the annual meeting is requested by said County Commissioner. No provision of this Agreement shall be construed or interpreted to restrict or prohibit the COUNTY from conducting, at its expense, any other audit of the AGENCY's expenditures as allowed by law.

10. **PROJECT IDENTIFICATION.** The Parties agree that the Diamond Square Community Redevelopment Plan Update, City of Cocoa, Florida, prepared by Real Estate Research Consultants, Inc., AECOM, and Planning Design Group, and dated March 2014 ("Agency Plan"), has been approved by the CITY, AGENCY and COUNTY, and that the Agency Plan is in full force and effect. The Agency plan specifically identifies the Agency redevelopment projects to be funded by tax increment funding and the funds proposed to be allocated to each such project. A list of the currently approved AGENCY projects, as set forth in the current Agency plan, is at Exhibit "A", attached and incorporated by this reference. Nothing in this section shall prevent the AGENCY, in its discretion, from reallocating plan approved funding to other projects identified in the approved Agency plan, provided that any new projects do not exceed the total planned expenditures outlined in the Plan. Any changes to the AGENCY's Plan subsequent to the execution of this Agreement shall require the approval of the Brevard County Board of County Commissioners. Acceptance of the Agency plan by the COUNTY shall

not be deemed to extend the term of the AGENCY beyond the term provided in this Agreement.

11. **LIMITATION ON ADMINISTRATIVE EXPENSES.** No provision of this Agreement shall be construed or interpreted as limiting or prohibiting the CITY from annually providing administrative services to the AGENCY which are necessary and incidental to the implementation of the AGENCY Community Redevelopment Plan adopted by the CITY and the AGENCY. Additionally, each fiscal year, the AGENCY shall be permitted to reimburse the CITY for such annual administrative services. Said reimbursement, payable from COUNTY tax increment funds, shall not exceed twenty -five percent (25%) of the COUNTY TIF payments. However, the CITY may use other tax increment funds to reach the amount previously authorized by COUNTY Resolution No. 97-161 and CITY Ordinance No. 13-98 (Sec. 8-58(b), City Code) for each fiscal year in which reimbursement is made.

12. **EFFECT OF AGREEMENT.** This Agreement, including the exhibits, and any written amendments executed by the Parties to this Agreement constitute the entire agreement between the Parties. This agreement may be amended only by written agreement approved and executed with the same formalities as this Agreement by all parties. This Agreement supersedes all prior agreements to the extent that they are in conflict with this Agreement. This Agreement does not alter CITY Resolution No. 98-19, City Ordinance No. 13-98 and COUNTY Resolution No. 97-161. The Parties agree to modify or amend these documents on an individual basis, as applicable and necessary, to implement this Agreement. Nothing in this Agreement shall be interpreted as modifying the authority of the Board of County Commissioners as outlined in Section 3(b) of Resolution 97-161.

13. **ATTORNEY'S FEES.** In the event any litigation arises out of this Agreement or under this Agreement, each party shall bear its own attorney's fees and costs.

14. **NOTICES.** All notices, requests, demands and other communications which are required or may be given under this agreement shall be in writing and, in the case of notice to the City or County Manager, by email. Notice shall be deemed to have been duly given if emailed and by personal delivery or deposit of the same in first class mail, postage prepaid by certified mail:

CITY:
City Manager
City of Cocoa
65 Stone St.
Cocoa, FL 32922
(email address available at City Website)

AGENCY:
Community Redevelopment Agency Director
c/o City Manager
Diamond Square Community Redevelopment Agency

65 Stone St.
Cocoa, FL 32922

COUNTY: Brevard County Manager
2725 Judge Fran Jamieson Way
Viera, FL 32940
(email address available at County Website)

or to such other addresses such by notice in writing to any other parties.

15. **GOVERNING LAW.** The validity, construction and enforcement of and the remedies under this agreement shall be governed in accordance with the laws of the State of Florida, and venue of any proceeding shall be Brevard County, Florida.

16. **SAVINGS CLAUSE**. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

17. **EFFECTIVE DATE.** This Agreement shall take effect on the date that it is executed by both parties and recorded in the Official Records of Brevard County, Florida. Upon execution of this Agreement by both Parties, the COUNTY shall promptly record this Agreement in the Official Records of Brevard County, Florida and return a recorded copy of this Agreement to the CITY's City Manager at the address listed in Notice Section of this Agreement.

18. **CONTINGENT.** This Agreement is contingent on the execution of an Interlocal Agreement between the Parties which terminates the U.S. 1 Corridor Community Redevelopment Agency by September 30, 2020 and which provides for the AGENCY to reimburse the COUNTY for the County portion of any tax increment funds paid to the AGENCY from October 1, 2019 to September 30, 2020.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and delivered by their duly authorized representatives.

ATTEST:

CITY OF COCOA

By: 09/25/2019
Its: Date
(as approved by the Board on September 25, 2019)

ATTEST:

CITY OF COCOA COMMUNITY REDEVELOPMENT AGENCY

By: 10/21/2019
Its: Date
(as approved by the Board on October 21, 2019)

ATTEST:

Scott Ellis, Clerk

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

By:
Kristine Isnardi, Chair
(as approved by the Board on September 5, 2019)

Legislation Details (With Text)

File #:	24-047	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Agenda Ready
File created:	1/18/2024			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	Consider the appointment of Robert Butler and James Green to fill the vacancies of two Regular member seats on the Board of Adjustment, through May 2027. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BOA Roster.pdf Butler Application.pdf Green Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 18, 2024
Agenda Date: January 23, 2024
Prepared By: Monica Arsenault, Interim City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of Robert Butler and James Green to fill the vacancies of two Regular member seats on the Board of Adjustment, through May 2027.

BACKGROUND:

Staff is requesting that the Council consider appointing Robert Butler and James Green to the Board of Adjustment to fill the two Regular member seats that have been left vacant by Nancy Elliott and Bruce Gilmore when their terms expired.

Robert Butler is interested in getting involved with the community and has both a real estate license and a CAM license in Florida. He is familiar with participating in meetings as well as directing meetings. After speaking with the Clerk, he expressed an interest in both the Board of Adjustment as well as the Planning and Zoning Board and ultimately decided to proceed with pursuing a spot on the BOA.

James Green is also interested in serving his community by participating on a City board and previously served on the Titusville Historic Advisory Board. He currently serves on the Brevard Public Schools ICOC.

Additionally, these vacancies were posted on the City's website and were advertised on the City's

social media accounts.

Each applicant meets the requirements for serving on a City board. Both applications are attached for Council's review, along with a board roster.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the appointment of Robert Butler and James Green to fill the vacancies of two Regular member seats on the Board of Adjustment, through May 2027.

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert Dyar (3/3 of Non-Resident seats)	3513 Indian River Dr. Cocoa, FL 32926 bobbydyar@gmail.com	321-258-8284	05/2021 Appointed	2024
Dan Quattrocchi (1/3 of the Non-Resident seats)	3056 Skyline Drive Cocoa, FL 32922 danq@quattrocchirealestate.com	321-720-1822 hm 321-452-8668 wk 321-720-1822 cell	**05/2022 Reappointed** **12/11/19 appointed** **(fulfilled seat vacated by Mr. Matthew Ford, who did not renew)**	2025
Pam Shaia ***Chairperson (as of 11/2023)*** (2/3 of the Non-Resident seats)	308 Brevard Avenue Cocoa, FL 32922 pshaia@cfl.rr.com	256-656-3249 cell 321-305-4584 Wk	05/2022 Reappointed 07/19 appointed (fulfilled Jolley vacancy)	2025
Patricia Weeks ***Vice Chairperson as of 11/2023***	1351 Tarton Way Cocoa, FL 32926 Patriciaweeks@bellsouth.net	321-759-8563 hm, wk, cell	05/2021 Reappointed 01/2021 appointed to fulfill reg. term of Dyal 12/11/19 appointed as 1st alt.	2024
~~Nancy N. Elliot~~ ~~***Chairperson (as of 05/2022)***~~ **VACANCY**	~~3406 Indian River Drive~~ ~~Cocoa FL 32926~~ ~~nancyelliott@cfl.rr.com~~	~~636-9972 (H)~~ ~~223-8983 (C)~~	~~06/20 reappointed~~ ~~7/17 reappt.~~ ~~5/14 appt.~~	~~2023~~
~~Bruce Gilmore~~ **VACANCY**	~~413 Westchester Drive, 32926-6640~~ ~~Bgilmore003@cfl.rr.com~~	~~632-7687~~	~~05/20 Reappointed~~ ~~05/17 Reappointed~~ ~~04/14 Reappointed~~ ~~07/12 Reappointed~~ ~~05/08 Reappointed~~ ~~4/05 Reappointed~~ ~~5/90 Appointed~~	~~2023~~
Kaitlyn Aliano	12 Sunrise St. Cocoa, FL 32922 Kaitlyn.weisberg@gmail.com	321-432-8117	01/2021 Appointed	2024
VACANCY ~~2nd Alternate~~ ~~Jenny Swisher~~	~~195 Sorrento Drive~~ ~~Cocoa, FL 32922~~ ~~Gbsemail1@gmail.com~~	~~406-581-1162~~	~~01/2022 appointed~~	No expiration
VACANCY ~~1st Alternate~~ ~~Randal Hiester~~	~~5292 Talbot Blvd.~~ ~~Cocoa, FL 32926~~ ~~Rjhbjh2017@yahoo.com~~	~~321-501-6369 hm/cell~~	~~02/2020 Appointed~~	No expiration
LIAISON	Matthew Barringer	321-474-4924	Updated 12/23	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Lori Chabot	433-8491	Updated 10/23	

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: ROBERT BUTLER Application Date: 11/20/23

Street Address, Including Zip Code: 4992 TALBOT BLVD. COCOA, FL 32926

Cocoa City Council District that you live in ***(this information can be found on your Voter's Registration Card)***:

District 1 ____ District 2 ____ District 3 X District 4 ____

Telephones: Home: 407-791-3550 Work: _____ Pager: _____ Cell: 407-791-3550

Place of Business: TOOLE'S ACE HARDWARE

Title/Position Held: PROJECT MANAGER

Date of Birth[2] [redacted]

Email Address: RBUT4992@GMAIL.COM

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE

(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee	X	Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Board
X	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
X	Housing Authority	X	Redevelopment Agency (Cocoa)
	Pension Board - Fire		Utilities Advisory Board
	Pension Board - General Employees		Sustainability Advisory Board
	Pension Board – Police		

[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.

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 ____
If YES, please list address(s): 4992 TALBOT BLVD, COCOA, FL 32926

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 ✓

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.

I WOULD LIKE TO GET INVOLVED IN MY CITY OF COCOA AND SERVE THE COMMUNITY. I AM A LICENSED REALTOR OF FLORIDA AND ALSO HAVE MY CAM LICENSE, SO I HAVE BEEN IN MEETINGS AND DIRECTED MEETINGS WITH THE BOARDS

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

Monica Arsenault

From: noreply@civicplus.com
Sent: Thursday, October 19, 2023 11:28 PM
To: City Clerk
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--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	James
Last Name	Green
Application Date	10/19/2023
Address1	3725 Hwy 524, #314
City	Cocoa
State	Florida
Zip	32926
Cocoa City Council District	District 3
Home Phone Number	3217957508
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	Trash Panda LLC
Title/Position Held	Owner

Date of Birth*	[redacted]
E-mail Address	jamesagreen1995@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Affordable Housing Advisory Committee, Board of Adjustment, Code Enforcement/Drug Related Public Nuisance Board, Housing Authority, Planning & Zoning Board, Police Community Relations Advisory Board, Redevelopment Agency (Cocoa), Utilities Advisory Board, Sustainability Advisory Board

(Section Break)

Eligibility	
Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	No

If yes, please list all addresses you own in the City of Cocoa:

Address1	*Field not completed.*
Address2	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Address1	*Field not completed.*
Address2	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*

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

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	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.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

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.	Serving on a community board is an important civil duty to help your local community. To leave the community a better place for those that come after you is something we should all strive for. I have served on the Titusville Historic Advisory board in the past and I currently serve on the BPS ICOC.

(Section Break)

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
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	James Green
Date:	10/19/2023
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Legislation Details (With Text)

File #:	24-036	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	1/16/2024			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion. (Utilities Director/City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 16, 2024
Agenda Date: January 23, 2024
Prepared By: Jack Walsh, Utilities Director
Through: Stockton Whitten, City Manager
Requested Action:
To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion

BACKGROUND:

This agenda item was previously reviewed by Council on May 24, July 26, August 9, November 29, 2022 and May 23, 2023 meetings. Portions of this agenda remain the same and portions have been modified or updated from previous versions.

On May 23, 2023, Council voted to table the agenda item.

On November 29, 2022, Council approved a motion to table this agenda until a determination is made from the state ethics board on Councilwoman Koss's ability to vote upon the agenda. The State Ethics Commission ruled that except for procedural or preliminary matters, Councilwoman Koss has a voting conflict of interest and cannot vote on making a final determination regarding the septic-to-sewer conversion project that would involve such a conversion for her residence (including Option 1 and Option 2) because she would receive guaranteed funds (gains) from the City and would have a mandatory outlay of funds she would personally incur if the project were underfunded (losses), thus, incurring a special private gain or loss under the voting conflict statute. Thus, Councilwoman Koss will not be voting on making a final determination regarding the project. The remaining four (4) members of Council will need to provide final direction at this time.

Two areas within the City of Cocoa along Indian River Drive have been identified for funding form the Save Our Indian River Lagoon (SOIRL) tax adopted by Brevard County. The areas are known as Area “J” and “K” and consist of a total of ~~92~~ 88 single family homes that can be elgible for reimbursement to remove their septic systems and replace with a city owned gravity sewer system.

The SOIRL study conducted by Tetra Tech identified 5 major areas of pollutents into the Indian River Lagoon;

1. Stormwater runoff
2. Baseflow/septic, leaking sewer, reclaimed water
3. Atmospheric deposition
4. Point sources
5. Muck flux

SOIRL currently has approved an allocation of approximately $6.1M for 88 lots toward the design, construction of a new gravity sewer system to eliminate existing septic systems assuming 100% participation. The final design and plans are complete. The opinion of probable costs was prepared by the Engineer of Record and the costs vary based on the method of construction used by a contractor to install the sewer mains. Current cost estimates place the costs of construction of the new gravity system at $6.6 to $8.2M. This estimate does not inlcude homeowner on site costs.

Cocoa engaged a consultant to prepare a preliminary feasibility study to identify more specifically how many homes could be served, if a gravity or pressure force main system would be required and to understand the geology, and the challenges of construction in this area. Upon completion of a preliminary layout for the sewer, a community meeting was held last year for citizens to ask questions and see the proposed scope of work.

According to Brevard County Natural Resources Department, the project is eligible to fund 88 lots. Council directed the City Manager to petition the SOIRL Citizen Oversight Committee for additional funding. The Oversight Committee made a request to the Brevard County Commission to increase the allocation by $913K for a total funding available of $6,167,373. The request was approved on the October 25, 2022 Commission meeting. The cost for the project using SOIRL funding along with potential grants could potentially cover all costs based on current budgets assuming 100% participation of the 88 lot owners. However, cost over runs could range from $691K to $4.9M depending on the actual connections achieved. Note as the level of participation decreases, the costs to the city or citizens increase. For example, at 70% participation using the worst-case estimate, the city or citizens could be responsible for repaying an estimated $2.3M of reimbursable costs back to Brevard County.

At the community meeting hosted by Staff and our consultant in November 2020, the project was presented as a potential no cost to the homeowners based on information known at the time. Per our current discussion with Brevard County, the costs for the design and construction of the sewer system are reimbursable and the onsite costs of the homeowner are not reimbursable under the SOIRL program but may be eligible under other grants offered by FDEP or SJRWMD. A survey was conducted in conjunction with the community meeting and of the 40 respondents, 22 homeowners or 55% were not supportive of the project if the homeowner was responsible for costs associated with connecting to the sewer system.

Currently, City of Cocoa Code of Ordinances does not require existing homeowners who have functioning septic systems to connect to city sewer system. The following items are presented to outline options available to Council to consider. The financial liabilities associated with this project will need to be addressed and the appropriate actions identified for follow up by staff. To address the requirements to connect or not connect and to address shortfall in funding that is not covered by either the SOIRL funding for infrastructure or a future grant from FDEP/SJRWMD for homeowner costs, the following options are available:

Option 1: Withdraw the sewer infrastructure project and let the homeowners submit and qualify for advanced septic treatment funding from SOIRL

If chosen, withdrawing the Septic to Sewer Conversion project will allow all homeowners within the current J and K areas to seek reimbursement for septic replacements if the new septic system meets all the advanced treatment requirements outlined in the SOIRL technical report. Brevard County Natural Resources Department will require a letter from the city to withdraw the project. Homeowners would be immediately eligible for to apply to Brevard County for individual septic system replacement dollars. Per the SOIRL website, the maximum reimbursement for advanced septic systems is $18,000 per lot. This option allows the greatest freedom of choice for homeowners but not complete removal of unwanted nutrients to the lagoon.

Option 2: Mandatory Participation. Require all homeowners to connect to the sewer system once completed. Council must determine how cost overruns are funded If cost overruns (if they occur) for public infrastructure are greater than SOIRL funding and any applicable grants, the cost above the available funding will be paid for by:

A) Utilities/Utility Rate Payers or
B) Homeowners

Each homeowner can apply for FDEP or SJRWMD grants through the city as available for additional reimbursements for septic abandonment, new sewer service line, hardscape replacements and potentially impact fee if allowed by the grant.

With mandatory participation, the city can apply for a grant from SJRWMD or FDEP for the short fall from SOIRL. Adopting a specific mandatory connect policy for the homeowners in the affected areas as well as a policy for non-compliance with enforcement actions detailed is needed. The details on enforcement to address homeowners who refuse to comply will need to be identified. The policy must address the costs not covered due to refusal to participate and the costs above allocated funding regardless of the source of funding.

In the above option, the cost overrun funding source for public infrastructure will need to be specifically stipulated as either a city utility responsibility or a homeowner responsibility. Mandatory participation ensures maximum reimbursement from SOIRL funding but may be insufficient. Homeowners can seek grants for new service lines and other related costs. If homeowners are to pay for infrastructure overruns, the estimated costs spread over 88 lots may create a large liability to the homeowners and that liability will vary on a lot-by-lot basis depending on actual costs associated with connecting a lot because of the varying lot characteristics and complexities (e.g., lot size and depth; obstructions such as walls, fences, trees, and accessory structures; location and accessibility of existing septic tank; length of lateral pipe run, etc.) related to installing a new lateral service line

and removing the existing septic tank for each particular lot. For example, based on a very preliminary field inspection of the 88 lots, the lots were placed into four, very general groupings to demonstrate the potential range of estimated costs to the homeowners from the lowest group estimate of $24,420 (18 lots) to the highest group estimate of $62,640 (4 lots) (see attached). However, actual homeowner costs could be higher or lower for any particular lot depending on the characteristics and complexities of the lot as mentioned above.

To move forward with this project, homeowners will have to connect to the City's sewer system. As such, the City Council will need to adopt an ordinance requiring a citywide mandatory connection policy addressing lots that have existing septic when city sewer systems are or become available. The areas identified as Area J and Area K from the Brevard County Tetra Tech Report will be required to connect without exception due to the very close proximity of the homes to the lagoon and the environmental harm such as algae blooms and nutrient loading caused by the septic systems per the Tetra Tech report. Other properties east of US 1 with existing working septic systems, which are not part of the Area J and Area K project and not currently eligible for the subject funding program currently under consideration in this agenda item, will likewise be required to connect at their own expense because of their proximity and potential environmental harm to the lagoon. The ordinance will also adopt enforcement procedures to enforce the mandatory sewer connection requirement and discontinuance of the homeowner's septic system. The additional costs and impact on funding eligibility on the City and homeowners associated with enforcement is unknown at this time and will depend on the number of homeowners that refuse abide by the mandatory connection policy and connect and participate in the project.

Homes outside Area J and K and outside the areas designated in the Tetra Tech report that are located west of US 1and have working septic systems and currently have access to the city sewer system can be granted exceptions to connect to the City's sewer system so long as their septic systems continue to function properly. Staff estimates there are approximately 124 parcels within the city limits that have current water accounts and have access to existing sewer but have no current sewer account. Exceptions approved for properties west of US1 would not force a customer to immediately connect to the City's sewer system, but such properties will be required to connect once their septic system fails in the future.

The Utilities Department will need to cash fund the project subject to review and upon securing mandatory participation, sign a contract with Brevard County to accept the funding reimbursement from SOIRL..

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

On May 23, 2023, Council voted to table the agenda item.

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On November 29, 2022, Council approved the request to table the agenda item until a determination from the Florida State Ethics Commission makes a ruling on the ability of Councilwoman Koss to vote on the agenda.

On August 9th, 2022, Council reviewed an agenda item to consider multiple options for the Save Our Indian River Lagoon Septic to Sewer Project. The item was not approved and failed due to the lack of a majority for the motion.

On July 26th, 2022, Council reviewed an agenda item to consider multiple options for the Save Our Indian River Lagoon Septic to Sewer Project. More information on homeowner costs was requested outside the Indian River Drive corridor needed to be considered and the item was tabled until the August 9th, 2022 meeting.

On May 24th, 2022, Council reviewed an agenda item to consider multiple options for the Save Our Indian River Lagoon Septic to Sewer Project. More information on sewer impacts outside the Indian River Drive corridor needed to be considered and the item was tabled until the July 26th, 2022 meeting

On November 13, 2019, Council approved a task order for Bussen-Mayer Engineering Group (AKA DRMP), for final engineering design and surveying.

On December 12, 2017 Council approved a task order for Bussen-Mayer Engineering Group for preliminary design, geotechnical analyis, survey and project feasibility.

RECOMMENDED MOTION:

To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion

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Legislation Details (With Text)

File #:	24-011	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/3/2024			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority...End				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order Authorizations Vizualization.pdf Change Orders-CM Authorized December 2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 3, 2024
Agenda Date: January 23, 2024
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of December 31st, 2023. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

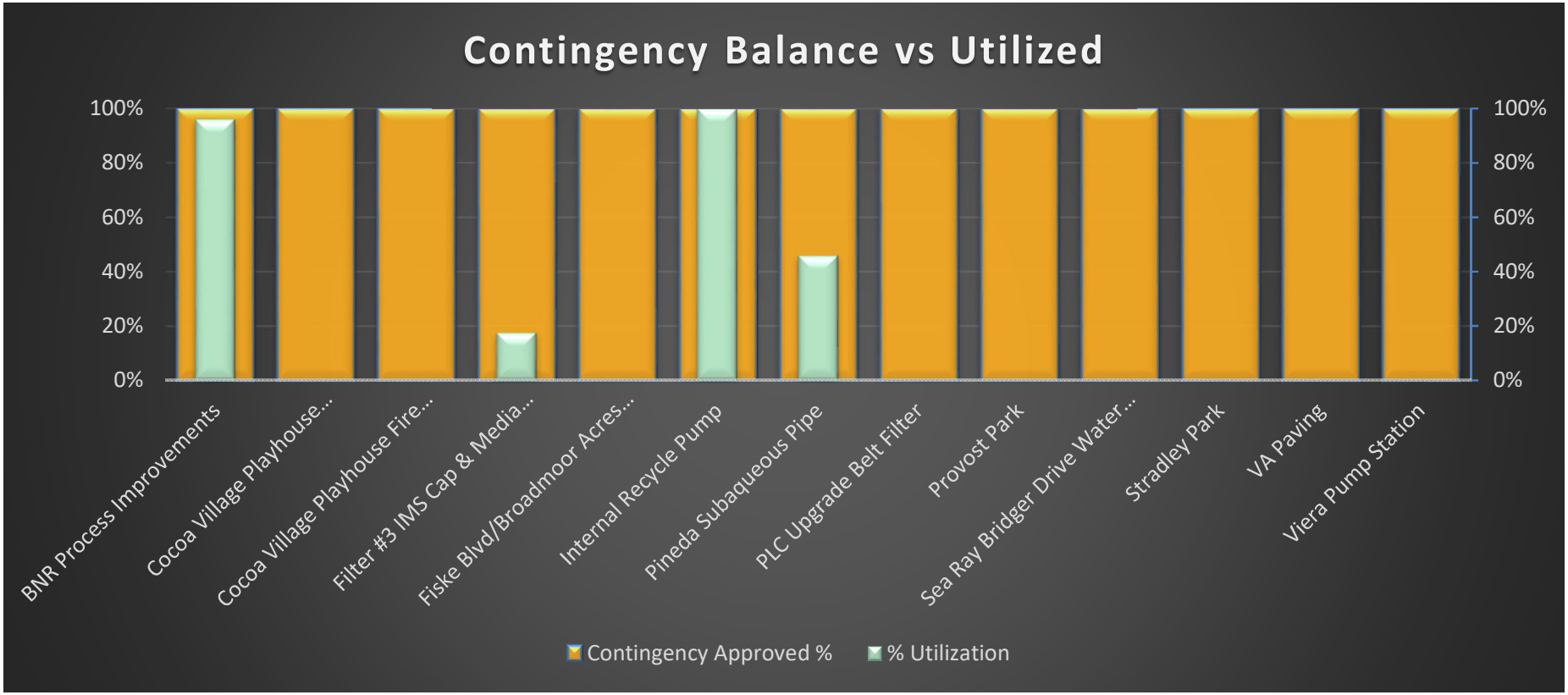
None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only


Contingency Balance vs Utilized
100%
80%
60%
40%
20%
0%
BNR Process Improvements
Cocoa Village Playhouse...
Cocoa Village Playhouse Fire...
Filter #3 IMS Cap & Media...
Fiske Blvd/Broadmoor Acres...
Internal Recycle Pump
Pineda Subaqueous Pipe
PLC Upgrade Belt Filter
Provost Park
Sea Ray Bridger Drive Water...
Stradley Park
VA Paving
Viera Pump Station
Contingency Approved %
% Utilization

FY 2024 Change Orders - CM authorized to execute

Applied to Contingency | as of: 12/31/2023

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
WS22IR	**Internal Recycle Pump**														
Op. Rev.		1,448,145	Total approved	2023-064											
Project Manager:	Francis Palmieri	81,970	Contingency and other costs authorized												
Account #:	421-4120-536.63-00	1,366,175	Exp authorized before contingency												
	424-4055-536.63-00														
	424-4120-536.63-00														
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Wharton-Smith Inc.**			FY2024	47027	1,366,175	1,448,145	-	-	-	1,448,145	$ -	$ -	$ -	$ -
PO #:	**81414**				47027-1	**81,970**									
		-													
PWFBSP	**Stradley Park**														
Op. Rev.		681,637	Total approved	2023-121											
Project Manager:	Gary Palmer	60,000	Contingency and other costs authorized												
Account #:	001-3580-519.63-00	621,637	Exp authorized before contingency												
	001-3580-519.63-07														
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures			
Vendor:	**VA Paving**			FY2024	47387	321,797	321,797	-	-	-	321,797	$ -	$ -	$ -	$ -
PO #:	**81729**														
		60,000													
PWFBPP	**Provost Park Improvements**														
Op. Rev.		1,969,004	Total approved	2023-116											
Project Manager:	Abigail Morgan	80,000	Contingency and other costs authorized												
Account #:	001-3580-519.63-00	1,889,004	Exp authorized before contingency												
	001-3580-519.63-07														
	001-3580-519.64-00														
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures			
				FY2024	47163	697,853	1,889,004	-	-	-	1,889,004	$ 255,073	$ 255,073	$ -	$ -
Vendor:					47163	49,977									
PO #:	**81560**				47163	1,133,174									
		80,000			47163	8,000									
AFBP22 & PW08SP	**Annual Street Paving**														
Op. Rev.		950,000	Total approved	2023-064											
Project Manager:	Abigail Morgan	26,796	Contingency and other costs authorized												
Account #:	001-3510-541.63-00	923,204	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures			
Vendor:	**VA Paving**			FY2024	47376	443,982	923,204	-	-	-	923,204	$ -	$ -	$ -	$ -
PO #:	**81738**				47376-1	479,222									
		26,796													
PW23PE	**Cocoa Village Playhouse Elevator**														
Op. Rev.		74,143	Total approved	2023-025											
Project Manager:	Frank Marabito	7,060	Contingency and other costs authorized												
Account #:	001-3560-519.62-00	67,083	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures			
Vendor:	**Sapphire Elevator**			FY2023	46176	67,083	67,083	-	-	67,083	-	$ -	$ -	$ -	$ -
PO #:	**80805**														
		7,060													
WS23DF	**Filter #3 IMS Cap & Media Replacement**														
Op. Rev.		697,679	Total approved	2023-020											
Project Manager:		42,413	Contingency and other costs authorized	2023-021											
Account #:	424-4020-536.63-00	655,266	Exp authorized before contingency	2023-059											
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures			
Vendor:	**Elenis Contracting**			FY2023	46212	424,120	662,766	-	-	662,766	-	$ 318,688	$ 211,366	$ 107,322	$ -
PO #:	**80847**				46525	231,146									
		34,913			46736	**7,500**									

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
PW23PF	**Cocoa Village Playhouse Fire Alarm**														
Op. Rev.		123,602	Total approved	2023-029											
Project Manager:	Frank Marabito	10,000	Contingency and other costs authorized												
Account #:	001-3560-519.64-00	113,602	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures			
Vendor:	**Integrated Fire**			FY2023	46235	113,602	113,602	-	-	113,602	-	$ 46,696	$ 46,696	$ -	$ -
PO #:	**80892**				46235-1	**0**									
		9,999.55													
WS21VP	**Viera Pump Station**														
Op. Rev.		917,070	Total approved	2023-015											
Project Manager:		83,370	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	833,700	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures			
Vendor:	**L7 Construction**			FY2023	46161	833,700	833,700	-	-	833,700	-	$ 115,900	$ 76,000	$ 39,900	$ -
PO #:	**80814**														
		83,370													
WS21BL	**Wewa Sodium Hypo Tank**														
Op. Rev.		439,976	Total approved	2022-133											
Project Manager:		39,998	Contingency and other costs authorized												
Account #:	424-4020-536.64-00	399,978	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures			
Vendor:	**Odyssey Manufacturing, Co.**			FY2023	45802	399,978	399,978	-	-	399,978	-	$ 399,978	$ 41,474	$ 358,504	$ -
PO #:	**80495**														
		39,998													
WS21SC	**Sea Ray Bridger Drive Water Main**														
Op. Rev.		4,839,476	Total approved	2022-134											
Project Manager:	John Perrin	439,952	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	4,399,524	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures			
	Atlantic Devlopment Cocoa			FY2023	45843	4,399,524	4,399,524	-	-	4,399,524	-	$ 2,796,969	$ 378,643	$ 2,418,326	$ -
	80537														
		439,952													
WS17FC	**PLC Upgrade Belt Filter**														
Op. Rev.		164,105	Total approved	22-084											
Project Manager:		21,405	Contingency and other costs authorized												
Account #:	421-4020-536.63-00	142,700	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures			
Vendor:	**CC Control Corp**			FY2022	45427	142,700	142,700	-	-	142,700	-	$ 131,100	$ -	$ 131,100	$ -
PO #:	**80167**														
		21,405													
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**														
Op. Rev.		289,132	Total approved	2022-025											
Project Manager:		26,285	Contingency and other costs authorized												
Account #:	303-3570-538.63-08	262,847	Exp authorized before contingency												
	424-4055-536.63-08						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures			
	Tiera Inc.			FY2022-303	44454	197,135	262,847	-	262,847	-	-	$ -	$ -	$ -	$ -
	79493			FY2022-424	44454-1	65,712									
		26,285													
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**														
Op. Rev.		6,018,117	Total approved	2022-025											
Project Manager:		547,102	Contingency and other costs authorized												
Account #:	303-3570-538.63-73	5,471,015	Exp authorized before contingency												
	423-3570-538.63-73						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures			
	424-4055-536.63-73			FY2024	47365	5,471,015	5,471,015	-	-	-	5,471,015	$ -	$ -	$ -	$ -
	Cathcart Construction Co.														
	81782														
		547,102													

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
WS18MI	**Pineda Subaqueous Pipe**														
Op. Rev.		12,066,069	Total approved	21-112											
Project Manager:	City of Melbourne	1,096,915	Contingency and other costs authorized												
Account #:	426-4055-536.63-00	10,969,154	Exp authorized before contingency												
Account #:	421-4055-536.63-00						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures			
Vendor:	**City of Melbourne**			FY2021	WIRE	10,969,154	11,472,467	10,969,154	485,192	18,121	-	$ 11,651,223	$ 196,877	$ 485,192	$ 10,969,154
PO #:	**WIRE**			C.O. #1	WIRE-1	**399,159**									
				C.O. #2	WIRE-2	**86,033**									
				C.O. #3	WIRE-3	**(95,700)**									
				C.O. #4	WIRE-4	**43,589**									
				C.O. #5	WIRE-5	**6,950**									
				C.O. #6	WIRE-6	**14,539**									
				C.O. #7	WIRE-7	**69,457**									
				C.O. #8	WIRE-8	**158,042**									
				C.O. #9	WIRE-9	**(113,462)**									
				C.O. #10	WIRE-10	**71,186**									
				C.O. #11	WIRE-11	**(136,480)**									
		593,602													
WS1222	**BNR Process Improvements**														
Op. Rev.		2,497,935	Total approved	2022-018											
Project Manager:		989,934	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	1,508,001	Exp authorized before contingency	2023-054											
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures			
Vendor:	**E&D Contracting Services Vendor**			FY2022	44517	1,508,001	2,458,326	-	1,944,049	514,277	-	$ 2,201,468	$ 564,028	$ 1,129,530	$ 507,911
PO #:	**79480**			C.O. #1	45144	**436,048**									
				C.O. #2	45887	**30,015**									
				C.O. #3	46074	**5,376**									
		39,609		C.O. #4	46493	**478,886**									

Legislation Details (With Text)

File #:	24-012	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/3/2024			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Classification Report December 2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 3, 2024
Agenda Date: January 23, 2024
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending December 31st, 2023 (FY24) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This December 2023 (FY24) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the

year to date totals, the annual budget and the unrealized balance.
- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received)

3. Detail Budget Report Summary by Object
Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
- Budget - represents either the current period or year to date prorated budget
- Actual - represents actual cash expenditures either in the current period or year to date
- % Exp. - the percentage of actual expenditures vs. budget
- Encumbrance - encumbered amount
- Annual Budget - annual budget
- Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
- % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2024 Budget by Classification Report - Summary Listing

12/31/2023

Target for December 2023 is 25%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 14,423,032	$ -	$ 9,689,893	$ 4,733,139	67%
OTHER PERMITS AND FEES	$ 5,181,777	$ -	$ 2,633,162	$ 2,548,615	51%
INTERGOVERNMENTAL	$ 2,867,145	$ -	$ 440,526	$ 2,426,619	15%
CHARGES FOR SERVICES	$ 7,786,730	$ -	$ 1,915,446	$ 5,871,284	25%
FINES AND FORFEITURES	$ 15,000	$ -	$ 2,850	$ 12,150	19%
MISCELLANEOUS	$ 1,082,545	$ -	$ 1,051,168	$ 31,377	97%
****OTHER SOURCES (NON-REVENUE)**	$ 31,206,122	$ -	$ 4,469,158	$ 26,736,964	14%
REVENUE TOTALS	**$ 62,562,351**	**$ -**	**$ 20,202,203**	**$ 42,360,148**	**32%**
EXPENSE					
SALARIES AND BENEFITS	$ 29,684,103	$ 3,145	$ 5,985,571	$ 23,695,387	20%
OPERATING EXPENDITURES	$ 20,531,166	$ 5,072,407	$ 3,413,440	$ 12,045,319	17%
CAPITAL OUTLAY	$ 9,645,856	$ 5,880,439	$ 469,518	$ 3,295,899	5%
GRANTS, AIDS AND OTHER	$ 1,626,500	$ 38,772	$ 1,555,229	$ 32,499	96%
NON-OPERATING USES	$ 1,074,726	$ -	$ 268,656	$ 806,070	25%
EXPENSE TOTALS	**$ 62,562,351**	**$ 10,994,762**	**$ 11,692,415**	**$ 39,875,174**	**36%**
REVENUE TOTALS	**$ 62,562,351**	**$ -**	**$ 20,202,203**	**$ 42,360,148**	**32%**
EXPENSE TOTALS	**$ 62,562,351**	**$ 10,994,762**	**$ 11,692,415**	**$ 39,875,174**	**36%**
	$ -	**$ (10,994,762)**	**$ 8,509,788**	**$ 2,484,974**	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	886,836	7,362,510.03	830	2,660,508	8,788,593.51	330	10,642,032	1,853,438.49
20 00	DELINQUENT TAXES	1,250	38,005.29-	3040	3,750	32,895.44-	877	15,000	47,895.44
25 00	PENALTIES RE: TAXES	1,666	3,047.66	183	4,998	6,159.51	123	20,000	13,840.49
30 00	TAX CERTIFICATES	16,666	.00		49,998	.00		200,000	200,000.00
311 **	AD VALOREM	906,418	7,327,552.40	808	2,719,254	8,761,857.58	322	10,877,032	2,115,174.42
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	54,166	37,175.02	69	162,498	99,130.42	61	650,000	550,869.58
312 **	SALES USE AND FUEL TAXES	54,166	37,175.02	69	162,498	99,130.42	61	650,000	550,869.58
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	133,333	38,492.03-	29	399,999	439,252.24	110	1,600,000	1,160,747.76
30 00	WATER-COCOA	33,333	34,138.59	102	99,999	111,194.24	111	400,000	288,805.76
40 00	GAS	4,583	4,911.41	107	13,749	9,738.75	71	55,000	45,261.25
80 00	PROPANE	2,000	3,172.06	159	6,000	4,601.46	77	24,000	19,398.54
314 **	UTILITY SERVICE TAX	173,249	3,730.03	2	519,747	564,786.69	109	2,079,000	1,514,213.31
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	55,833	55,416.12	99	167,499	164,666.55	98	670,000	505,333.45
315 **	COMMUNICATION SERVICE TAX	55,833	55,416.12	99	167,499	164,666.55	98	670,000	505,333.45
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	12,250	3,514.06	29	36,750	99,451.58	271	147,000	47,548.42
316 **	LOCAL BUSINESS TAX	12,250	3,514.06	29	36,750	99,451.58	271	147,000	47,548.42
310 ***	TAXES	1,201,916	7,427,387.63		3,605,748	9,689,892.82		14,423,032	4,733,139.18
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
10 00	TRAINING SURCHARGE	0	.00		0	.00		0	.00
322 **	BUILDING PERMITS	0	.00		0	.00		0	.00
323	FRANCHISE FEES								
10 00	ELECTRICITY	108,333	395,092.86-	365	324,999	.03		1,300,000	1,299,999.97
40 00	GAS	7,083	7,702.09	109	21,249	14,995.62	71	85,000	70,004.38
70 00	SOLID WASTE	25,000	26,099.13	104	75,000	79,690.66	106	300,000	220,309.34
323 **	FRANCHISE FEES	140,416	361,291.64-	257	421,248	94,686.31	23	1,685,000	1,590,313.69
325	SPECIAL ASSESSMENT								
22 01	FIRE ASSESSMENT	273,231	1,823,048.54	667	819,693	2,540,196.44	310	3,278,777	738,580.56

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
22 02	F ASSMNT DELINQ TAXES	250	24,317.04-	9727	750	21,579.99-	2877	3,000	24,579.99
22 03	F ASSMNT PENALTIES	416	2,308.19-	555	1,248	1,643.02-	132	5,000	6,643.02
22 04	F ASSMNT TAX CERTS	11,666	.00		34,998	.00		140,000	140,000.00
22 *	FIRE PROTECTION	285,563	1,796,423.31	629	856,689	2,516,973.43	294	3,426,777	909,803.57
325 **	SPECIAL ASSESSMENT	285,563	1,796,423.31	629	856,689	2,516,973.43	294	3,426,777	909,803.57
329	OTHER PERMITS & FEES								
10 00	INSPECTION FEES	0	.00		0	.00		0	.00
10 01	FIRE INSPECTION FEES	2,500	.00		7,500	.00		30,000	30,000.00
10 *	INSPECTION FEES	2,500	.00		7,500	.00		30,000	30,000.00
25 00	PLANNING AND ZONING	3,333	1,200.00	36	9,999	21,502.75	215	40,000	18,497.25
35 00	FIRE INSPECTIONS	0	.00		0	.00		0	.00
329 **	OTHER PERMITS & FEES	5,833	1,200.00	21	17,499	21,502.75	123	70,000	48,497.25
320 ***	OTHER PERMITS & FEES	431,812	1,436,331.67		1,295,436	2,633,162.49		5,181,777	2,548,614.51
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	0	.00		0	.00		0	.00
20 15	VOCA-2021-COCOA PD	0	.00		0	.00		0	.00
20 16	INTERNET CRIMES GRANT	0	.00		0	.00		0	.00
20 19	JAG 2020-DJ-BX-0410	0	.00		0	.00		0	.00
20 21	BPV 2020 96472	0	.00		0	.00		0	.00
20 22	JAG 21-GG-01363	0	13,901.60-		0	13,901.60-		0	13,901.60
20 23	BULLET PROOF VEST 2021	307	2,342.80-	763	307	.00		3,066	3,066.00
20 24	VOCA-2022-COCOA PD-00181	0	.00		0	.00		0	.00
20 25	JAG 2022-22-GG-02810	0	.00		0	.00		0	.00
20 26	BULLET PROOF VEST 2022	196	.00		196	.00		1,960	1,960.00
20 27	VOCA-2023-COCOA PD-00042	9,910	.00		29,730	.00		118,921	118,921.00
20 28	JAG 2023-23-GG-03233	1,298	.00		3,894	.00		15,572	15,572.00
20 29	BULLET PROOF VEST 2023	1,078	.00		3,234	.00		12,940	12,940.00
20 *	PUBLIC SAFETY	12,789	16,244.40-	127	37,361	13,901.60-	37	152,459	166,360.60
39 12	USDA/FOREST SVC 26866	0	12,462.50-		0	12,462.50-		0	12,462.50
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
70 02	AFRICAN AM CIVIL RIGHTS	1,770	.00		1,770	.00		17,700	17,700.00
331 **	FEDERAL GRANTS	14,559	28,706.90-	197	39,131	26,364.10-	67	170,159	196,523.10
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	.00		0	.00		0	.00
333 **	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
334		STATE GRANT								
	10 15	CYBERSECUR DMS 22/23-249	0	.00		0	.00		0	.00
	50 01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
	70 11	HTMOORE RESTORATION	420	.00		420	3,938.75-	938	4,204	8,142.75
	90 15	FLA CORONAVIRUS SFRF	0	.00		0	.00		0	.00
334	**	STATE GRANT	420	.00		420	3,938.75-	938	4,204	8,142.75
335		STATE SHARED REVENUES								
	12 00	STATE REVENUE SHARING	66,416	61,503.92	93	199,248	184,511.76	93	797,000	612,488.24
	12 20	8TH CNT MUNICIPAL GAS TAX	13,333	13,318.37	100	39,999	39,955.11	100	160,000	120,044.89
	12 *	STATE REVENUE SHARING	79,749	74,822.29	94	239,247	224,466.87	94	957,000	732,533.13
	14 00	MOBILE HOME LICENSES	2,083	3,550.41	170	6,249	9,834.28	157	25,000	15,165.72
	15 00	ALCOHOLIC BEVERAGE	2,083	6,027.10-	289	6,249	.00		25,000	25,000.00
	18 00	LOCAL GOVERNMENT 1/2 CENT	108,333	270.47-		324,999	228,833.18	70	1,300,000	1,071,166.82
	21 00	FIREFIGHTER SUPPLEMENTAL	1,333	7,694.25	577	3,999	7,694.25	192	16,000	8,305.75
	29 21	POL PEN STATE CONTR	17,287	.00		51,861	.00		207,445	207,445.00
	29 22	FIRE PEN STATE CONTR	11,861	.00		35,583	.00		142,337	142,337.00
	29 *	OTHER PUBLIC SAFETY	29,148	.00		87,444	.00		349,782	349,782.00
	41 00	FUEL TAX REFUNDS	1,666	.00		4,998	.00		20,000	20,000.00
335	**	STATE SHARED REVENUES	224,395	79,769.38	36	673,185	470,828.58	70	2,692,782	2,221,953.42
337		GRANTS FROM LOCAL UNITS								
	30 17	FIND BV-CO-20-147 DREDGIN	0	.00		0	.00		0	.00
	30 18	FIND BV-CO-20-146 BT RAMP	0	.00		0	.00		0	.00
	30 19	FIND BV-CO-21-152 DRG PII	0	.00		0	.00		0	.00
	30 20	FIND BV-CO-21-151 BT PII	0	.00		0	.00		0	.00
	30 21	FIND BV-CO-23-159 WTRF P1	0	.00		0	.00		0	.00
	30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
	60 00	HUMAN SERVICES	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	239,374	51,062.48		712,736	440,525.73		2,867,145	2,426,619.27
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
	30 00	ADMINISTRATIVE FEES	0	.00		0	.00		0	.00
	31 00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
	40 00	CERTIFY/COPY/SEARCH	8,274	8,203.73	99	24,822	16,598.47	67	99,295	82,696.53
	90 12	PASSPORT EXECUTION FEES	250	315.00	126	750	525.00	70	3,000	2,475.00
341	**	GENERAL GOVERNMENT	8,524	8,518.73	100	25,572	17,123.47	67	102,295	85,171.53

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	14,666	9,405.00	64	43,998	2,575.00	6	176,000	173,425.00
10 02	SCHOOL RES OFFICER	22,833	34,250.00	150	68,499	119,875.00	175	274,000	154,125.00
10 *	SVC CHG - LAW ENF SERVICE	37,499	43,655.00	116	112,497	122,450.00	109	450,000	327,550.00
20 00	SVC CHG - FIRE PROTECTION	2,500	3,755.00	150	7,500	4,305.00	57	30,000	25,695.00
90 00	OTHER PUBLIC SAFETY	83	.00		249	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	625	1,180.00	189	1,875	890.00	48	7,500	6,610.00
90 *	OTHER PUBLIC SAFETY	708	1,180.00	167	2,124	890.00	42	8,500	7,610.00
342 **	PUBLIC SAFETY	40,707	48,590.00	119	122,121	127,645.00	105	488,500	360,855.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	50,824	51,564.33	102	152,472	158,264.43	104	609,898	451,633.57
37 11	ROCKLEDGE	28,236	29,599.35	105	84,708	87,549.76	103	338,832	251,282.24
37 12	SUN LAKE	367	382.05	104	1,101	1,128.15	103	4,404	3,275.85
37 13	CLNY PK-M.I.UTIL CO.	186	199.80	107	558	594.65	107	2,236	1,641.35
37 16	COCOA BEACH	10,616	11,098.05	105	31,848	32,877.81	103	127,401	94,523.19
37 17	CAPE CANAVERAL	9,035	9,079.94	101	27,105	26,887.53	99	108,426	81,538.47
37 18	TITUSVILLE	406	419.85	103	1,218	1,238.50	102	4,879	3,640.50
37 *	WATER BILLING SERVICES	99,670	102,343.37	103	299,010	308,540.83	103	1,196,076	887,535.17
39 01	SERVICE CHARGES	75,000	83,898.28	112	225,000	234,702.91	104	900,000	665,297.09
39 03	ADMIN CHARGES	40,000	37,800.00	95	120,000	128,385.00	107	480,000	351,615.00
39 04	PENALTIES	60,000	35,183.35	59	180,000	150,180.91	83	720,000	569,819.09
39 05	NSF CHECKS	2,500	3,554.97	142	7,500	14,848.46	198	30,000	15,151.54
39 13	HIGH CONSUMP CHGS	400	375.00	94	1,200	4,755.00	396	4,800	45.00
39 *	WATER OTHER INCOME	177,900	160,811.60	90	533,700	532,872.28	100	2,134,800	1,601,927.72
41 10	SOLID WASTE	229,801	221,017.13	96	689,403	680,991.04	99	2,757,617	2,076,625.96
41 20	RECYCLING REVENUE	33,735	34,451.30	102	101,205	106,013.53	105	404,831	298,817.47
41 30	GREEN WASTE	38,327	42,517.23	111	114,981	130,465.81	114	459,933	329,467.19
41 *	GARBAGE COLLECTION	301,863	297,985.66	99	905,589	917,470.38	101	3,622,381	2,704,910.62
45 10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.00
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	FDOT MEDIAN MAINT	5,016	.00		15,048	.00		60,200	60,200.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	10,550	.00		31,650	.00		126,610	126,610.00
90 *	OTHER PHYSICAL ENVIRON	15,566	.00		46,698	.00		186,810	186,810.00
343 **	PHYSICAL ENVIRONMENT	594,999	561,140.63	94	1,784,997	1,758,883.49	99	7,140,067	5,381,183.51

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	83	.00		249	60.00	24	1,000	940.00
39 10	PORCHER HOUSE - REVENUES	833	350.00	42	2,499	1,550.00	62	10,000	8,450.00
39 11	TENANT MAINTENANCE FEES	100	175.73	176	300	281.69	94	1,200	918.31
39 20	COCOA CIVIC CENTER	833	940.00	113	2,499	5,137.23	206	10,000	4,862.77
39 30	RIVERFRONT PARK	666	575.00	86	1,998	957.47	48	8,000	7,042.53
39 *	OTHER CULTURAL SERVICES	2,432	2,040.73	84	7,296	7,926.39	109	29,200	21,273.61
40 05	SPECIAL EVENT PERMITS	1,666	1,200.00	72	4,998	2,850.00	57	20,000	17,150.00
50 10	EVENT FEES	280	.00		840	567.35	68	3,368	2,800.65
50 30	ADVERTISING/SPONSORSHIPS	91	.00		273	.00		1,100	1,100.00
50 50	MISC FURNISHINGS	100	.00		300	390.00	130	1,200	810.00
50 *	SPECIAL REC FACILITIES	471	.00		1,413	957.35	68	5,668	4,710.65
347 **	CULTURE/RECREATION	4,652	3,240.73	70	13,956	11,793.74	85	55,868	44,074.26
340 ***	CHARGES FOR SERVICES	648,882	621,490.09		1,946,646	1,915,445.70		7,786,730	5,871,284.30
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,250	1,740.79	139	3,750	2,850.21	76	15,000	12,149.79
351 **	JUDGMENTS AND FINES	1,250	1,740.79	139	3,750	2,850.21	76	15,000	12,149.79
350 ***	FINES AND FORFEITURES	1,250	1,740.79		3,750	2,850.21		15,000	12,149.79
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	10,000	.00		30,000	10,809.67	36	120,000	109,190.33
10 02	INVESTMENT INTEREST	10,000	.00		30,000	225,745.87	753	120,000	105,745.87-
10 10	SBA ACCOUNT 121328	50	.00		150	113,710.47	5807	600	113,110.47-
10 11	INTEREST/CBOS	91	.00		273	.00		1,100	1,100.00
10 *	INTEREST	20,141	.00		60,423	350,266.01	580	241,700	108,566.01-
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	.00		0	.00
35 01	AMERICAN TOWER	0	.00		0	.00		0	.00
35 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
35 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
35 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
35 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
35 06	LEASE - TMOBILE A2C0020A	0	.00		0	.00		0	.00
35 07	LEASE - TMOBILE A2C0555A	0	.00		0	.00		0	.00
35 *	MISCELLANEOUS INTEREST	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
40	00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40	02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	20,141	.00		60,423	350,266.01	580	241,700	108,566.01-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	11,108	3,791.66	34	33,324	108,608.02	326	133,300	24,691.98
39	01	AMERICAN TOWER	0	.00		0	.00		0	.00
39	02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
39	03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
39	04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
39	05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
39	06	TMOBILE CELL TWR A2C0020A	0	.00		0	.00		0	.00
39	07	TMOBILE CELL TWR A2C0555A	0	.00		0	.00		0	.00
39	10	PORCHER HOUSE-TENANTS	583	3,514.50	603	1,749	6,090.48	348	7,000	909.52
39	20	CIVIC CENTER-TENANTS	658	.00		1,974	22.84	1	7,900	7,877.16
39	*	RENTALS AND LEASES	1,241	3,514.50	283	3,723	6,113.32	164	14,900	8,786.68
362	**	RENT AND ROYALTIES	12,349	7,306.16	59	37,047	114,721.34	310	148,200	33,478.66
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	52,500	525,000.00	1000	52,500	525,000.00	1000	525,000	.00
10	00	GAIN/(LOSS)SALE OF F/A	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	52,500	525,000.00	1000	52,500	525,000.00	1000	525,000	.00
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	0	20.70		0	21.70		0	21.70-
365	**	SALE SURPLUS MTRLS &SCRAP	0	20.70		0	21.70		0	21.70-
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	0	.00		0	2,500.00		0	2,500.00-
10	10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10	14	REPLACEMENT TREES	0	.00		0	.00		0	.00
10	16	FIREHOUSE SUBS - E-BIKES	0	.00		0	.00		0	.00
10	*	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	0	.00		0	2,500.00		0	2,500.00-
368		PENSION CONTRIBUTIONS								
00	00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
21 00	POLICE STATE CONTRIBUTION	0	.00		0	.00		0	.00
22 00	FIRE STATE CONTRIBUTION	0	.00		0	.00		0	.00
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	1,624.63-		0	1,605.53		0	1,605.53-
90 02	POLICE SECURITY SERVICES	0	.00		0	.00		0	.00
90 03	CODE ENF ABATE/DEMO REV	8,333	15,701.53	188	24,999	47,076.53	188	100,000	52,923.47
90 04	MISC. POLICE REVENUES	708	.00		2,124	104.00	5	8,500	8,396.00
90 05	INVESTIGATIVE COSTS REIM	4,512	6,039.50	134	13,536	9,622.53	71	54,145	44,522.47
90 09	PROPERTY REGISTRATION	416	.00		1,248	.00		5,000	5,000.00
90 12	LEISURE SVCS -CANCEL FEES	0	.00		0	250.00		0	250.00-
90 *	OTHER MISC REVENUES	13,969	20,116.40	144	41,907	58,658.59	140	167,645	108,986.41
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	13,969	20,116.40	144	41,907	58,658.59	140	167,645	108,986.41
360 ***	MISCELLANEOUS REVENUES	98,959	552,443.26		191,877	1,051,167.64		1,082,545	31,377.36
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	TRF FROM CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	18,566	18,566.67	100	55,698	55,700.01	100	222,800	167,099.99
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 20	TRF FROM DBT SVC (201)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 23	TRF FROM STORMWATER (423)	0	.00		0	.00		0	.00
91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 30	TRF FROM CAP PROJ (301)	0	.00		0	.00		0	.00
91 31	TRF FROM FISKE BV (303)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISC (141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	18,566	18,566.67	100	55,698	55,700.01	100	222,800	167,099.99
94 21	TRANS FR 421 OH ALLOC	664,154	664,154.00	100	1,992,462	1,992,462.00	100	7,969,848	5,977,386.00
94 23	TRANS FR 423 OH ALLOC	26,041	26,041.92	100	78,123	78,125.76	100	312,503	234,377.24
94 *	INTERFUND TRANSFER	690,195	690,195.92	100	2,070,585	2,070,587.76	100	8,282,351	6,211,763.24
381 **	INTERFUND TRANSFER	708,761	708,762.59	100	2,126,283	2,126,287.77	100	8,505,151	6,378,863.23
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS (ROI)	640,777	640,777.92	100	1,922,331	1,922,333.76	100	7,689,335	5,767,001.24
40 01	6% PILOFF	140,178	140,178.92	100	420,534	420,536.76	100	1,682,147	1,261,610.24
40 *	CONTRIBUTIONS (ROI)	780,955	780,956.84	100	2,342,865	2,342,870.52	100	9,371,482	7,028,611.48
382 **	CONTRIBUTIONS ENTERPRISE	780,955	780,956.84	100	2,342,865	2,342,870.52	100	9,371,482	7,028,611.48

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	1,252,134	.00		2,060,282	.00		13,329,489	13,329,489.00
99 *	BALANCE FORWARD	1,252,134	.00		2,060,282	.00		13,329,489	13,329,489.00
389 **	NON OPERATING SOURCES	1,252,134	.00		2,060,282	.00		13,329,489	13,329,489.00
380 ***	OTHER SOURCES(NON-REV)	2,741,850	1,489,719.43		6,529,430	4,469,158.29		31,206,122	26,736,963.71
FUND TOTAL	GENERAL FUND	5,364,043	11,580,175.35		14,285,623	20,202,202.88		62,562,351	42,360,148.12
GRAND TOTAL		5,364,043	11,580,175.35		14,285,623	20,202,202.88		62,562,351	42,360,148.12

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	87328	104818.10	120	261984	210522.46	80	.00	1047989	837466.54	20
11 **	EXECUTIVE SALARIES	87328	104818.10	120	261984	210522.46	80	.00	1047989	837466.54	20
12-00	REGULAR SALARIES & WAGES	1229513	1428709.66	116	3675351	2876163.54	78	.00	14741098	11864934.46	20
12-06	SALARIES/CONTRACTUAL	9583	13783.50	144	28749	22024.50	77	.00	115000	92975.50	19
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	8004	10255.45	128	23666	64410.54	272	.00	95730	31319.46	67
12 **	REGULAR SALARIES & WAGES	1247100	1452748.61	117	3727766	2962598.58	80	.00	14951828	11989229.42	20
13-00	OTHER SALARIES & WAGES	80184	106938.03	133	240552	206419.03	86	.00	962253	755833.97	22
13 **	OTHER SALARIES & WAGES	80184	106938.03	133	240552	206419.03	86	.00	962253	755833.97	22
14-00	OVERTIME	53780	158452.88	295	161340	322689.40	200	.00	645429	322739.60	50
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	53780	158452.88	295	161340	322689.40	200	.00	645429	322739.60	50
15-00	SPECIAL PAY	32891	48827.19	149	93537	95323.32	102	.00	389596	294272.68	25
15 **	SPECIAL PAY	32891	48827.19	149	93537	95323.32	102	.00	389596	294272.68	25
20-00	CLOTHING/SHOE ALLOWANCE	1846	.00	0	5538	3786.93	68	.00	22168	18381.07	17
20 **	CLOTHING/SHOE ALLOWANCE	1846	.00	0	5538	3786.93	68	.00	22168	18381.07	17
21-00	FICA TAXES	111649	140089.82	126	334947	285766.81	85	.00	1339915	1054148.19	21
21 **	FICA TAXES	111649	140089.82	126	334947	285766.81	85	.00	1339915	1054148.19	21
22-00	RETIREMENT CONTRIBUTIONS	105039	142783.85	136	315117	287316.52	91	.00	1260597	973280.48	23
22-01	FIRE PENSION	225715	272701.97	121	677145	574390.16	85	.00	2708603	2134212.84	21
22-02	STATE CONTRIBUTIONS	29148	.00	0	87444	.00	0	.00	349782	349782.00	0
22-03	NON-FRS RETIREMENT PLAN	2963	4117.21	139	8889	8292.36	93	.00	35580	27287.64	23
22 **	RETIREMENT CONTRIBUTIONS	362865	419603.03	116	1088595	869999.04	80	.00	4354562	3484562.96	20
23-00	INSURANCES	5622	4289.80	76	16866	10731.88	64	.00	67570	56838.12	16

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-02	MEDICARE PART B	34275	51030.94	149	102825	114146.84	111	3144.60	411300	294008.56	29
23-04	MEDICAL	320383	252842.39	79	961149	630433.06	66	.00	3844683	3214249.94	16
23-05	HEALTH GF RETIREES 50%	5634	3715.60	66	16902	11611.25	69	.00	67608	55996.75	17
23-06	HEALTH GF RETIREES 100%	24415	20430.26	84	73245	65006.38	89	.00	292980	227973.62	22
23-07	DENTAL INSURANCE	15260	12215.21	80	45780	31633.02	69	.00	183246	151612.98	17
23-08	VISION INSURANCE	2702	2182.92	81	8106	5674.61	70	.00	32605	26930.39	17
23-09	LONG TERM DISABILITY	4164	4136.05	99	12492	10307.07	83	.00	50093	39785.93	21
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	412455	350843.17	85	1237365	879544.11	71	3144.60	4950085	4067396.29	18
24-00	WORKER'S COMPENSATION	63976	46818.06	73	191928	94809.66	49	.00	767829	673019.34	12
24 **	WORKER'S COMPENSATION	63976	46818.06	73	191928	94809.66	49	.00	767829	673019.34	12
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	2499	2200.00	88	.00	10000	7800.00	22
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	2499	2200.00	88	.00	10000	7800.00	22
27-00	BENEFIT OFFSET	20204	19354.04	96	60612	51912.05	86	.00	242449	190536.95	21
27 **	BENEFIT OFFSET	20204	19354.04	96	60612	51912.05	86	.00	242449	190536.95	21
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	46052	24695.59	54	122043	68909.69	57	295395.45	533869	169563.86	68
31-01	LEGAL EXPENSES	41673	6496.73	16	125019	42364.34	34	446215.66	500080	11500.00	98
31-02	MEDICAL SERVICES	4644	1377.00	30	13932	5023.35	36	45576.20	55730	5130.45	91
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1158	.00	0	3474	13905.00	400	.00	13905	.00	100
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM CIVIL RIGHTS	1770	.00	0	1770	17700.00	1000	.00	17700	.00	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-16	HISTORICAL PRESERVATN	420	.00	0	420	.00	0	4203.50	4204	.50	100
31-33	EMPLOYEE HEALTH CENTER	34768	12220.04	35	104304	59999.51	58	357221.49	417221	.00	100
31 **	PROFESSIONAL SERVICES	130485	44789.36	34	370962	207901.89	56	1148612.30	1542709	186194.81	88
32-00	ACCOUNTING & AUDITING	6333	.00	0	18999	.00	0	67000.00	76000	9000.00	88
32 **	ACCOUNTING & AUDITING	6333	.00	0	18999	.00	0	67000.00	76000	9000.00	88
34-00	CONTRACT SERVICES	142865	122182.04	86	410436	406167.32	99	922187.68	1696297	367942.00	78
34-03	CUSTOMER SERVICE CONTRACT	277010	1643.26-	1-	831030	532237.54	64	.00	3324121	2791883.46	16
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	36000	29022.65	81	108000	87067.95	81	319204.55	432000	25727.50	94
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34-23	JAG 2022-22-GG-02810	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	455875	149561.43	33	1349466	1025472.81	76	1241392.23	5452418	3185552.96	42
39-00	CONTINGENCY	251613	.00	0	276667	.00	0	.00	2541194	2541194.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	251613	.00	0	276667	.00	0	.00	2541194	2541194.00	0
40-00	TRAVEL & PER DIEM	9209	1374.43	15	27627	6346.54	23	.00	108167	101820.46	6
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	9209	1374.43	15	27627	6346.54	23	.00	108167	101820.46	6
41-00	COMMUNICATION	33380	114413.94	343	100757	142256.76	141	210704.75	398818	45856.49	89
41-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
41 **	COMMUNICATION	33380	114413.94	343	100757	142256.76	141	210704.75	398818	45856.49	89
42-00	POSTAGE & FREIGHT	41677	38652.29	93	124758	85045.26	68	370437.70	499955	44472.04	91
42 **	POSTAGE & FREIGHT	41677	38652.29	93	124758	85045.26	68	370437.70	499955	44472.04	91

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43-00	ELECTRIC/WATER/SEWER	75991	63301.28	83	227714	130475.30	57	695403.84	911649	85769.86	91
43 **	ELECTRIC/WATER/SEWER	75991	63301.28	83	227714	130475.30	57	695403.84	911649	85769.86	91
44-00	RENTALS AND LEASES	4590	4819.42	105	13770	13948.92	101	32553.24	53304	6801.84	87
44 **	RENTALS AND LEASES	4590	4819.42	105	13770	13948.92	101	32553.24	53304	6801.84	87
45-00	INSURANCE	77310	177359.30	229	233294	376279.96	161	.00	929099	552819.04	41
45 **	INSURANCE	77310	177359.30	229	233294	376279.96	161	.00	929099	552819.04	41
46-00	REPAIRS & MAINTENANCE	96142	49051.31	51	255732	232079.31	91	244947.39	1121040	644013.30	43
46-02	REPAIR/MAINT BUILDING	33508	3830.04	11	100524	26282.13	26	36472.33	402100	339345.54	16
46-03	REPAIR/MAINT-VEHICLES	39976	3180.14	8	117270	38398.24	33	41741.41	475986	395846.35	17
46-05	HYDRANT FEES	21649	21585.33	100	64947	64755.99	100	.00	259797	195041.01	25
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	191275	77646.82	41	538473	361515.67	67	323161.13	2258923	1574246.20	30
47-00	PRINTING & BINDING	14729	13326.10	91	44187	30153.19	68	114364.40	176755	32237.41	82
47 **	PRINTING & BINDING	14729	13326.10	91	44187	30153.19	68	114364.40	176755	32237.41	82
48-00	PROMOTIONAL ACTIVITIES	6078	.00	0	18620	10934.47	59	.00	73367	62432.53	15
48-11	BUSINESS ASSIST. PROGRAM	41	.00	0	123	.00	0	.00	500	500.00	0
48 **	PROMOTIONAL ACTIVITIES	6119	.00	0	18743	10934.47	58	.00	73867	62932.53	15
49-00	OTHER CHARGES & OBLIG.	20374	583.29	3	61165	57608.29	94	163729.62	244628	23290.09	91
49-02	ADVERTISING	124	.00	0	372	.00	0	.00	1500	1500.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	1248	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	1395.17-	0	0	5864.42-	0	.00	0	5864.42	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	2083	.00	0	6249	4725.00-	76-	.00	25000	29725.00	19-
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49 **	OTHER CHARGES & OBLIG.	22997	811.88-	4-	69034	47018.87	68	163729.62	276128	65379.51	76
51-00	OFFICE SUPPLIES	4123	73.40	2	12296	5304.86	43	254.88	48565	43005.26	11
51 **	OFFICE SUPPLIES	4123	73.40	2	12296	5304.86	43	254.88	48565	43005.26	11
52-00	OPERATING SUPPLIES	77739	210019.84	270	231099	376970.18	163	176778.65	930736	376987.17	60
52-02	UNIFORMS	7370	8076.78	110	20616	15491.23	75	65576.35	86968	5900.42	93
52-05	EMS 1st RESP-CONSUM SUPP	4780	745.14	16	14484	5848.07	40	38555.90	57505	13101.03	77
52-07	JANITORIAL SUPPLIES	4482	2930.75	65	13446	9552.80	71	.00	53805	44252.20	18
52-10	HEATING FUEL	474	269.70	57	1422	519.93	37	5168.07	5688	.00	100
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	307	.00	0	307	3065.40	999	.00	3066	.60	100
52-26	BULLET PROOF VEST 2022	392	.00	0	392	3079.60	786	840.40	3920	.00	100
52-30	FUEL, OIL, & LUBRICANTS	29286	.00	0	87858	22400.97	26	.00	350395	327994.03	6
52-33	EMPLOYEE HEALTH CENTER	15729	1305.07	8	47187	13919.25	30	174830.75	188750	.00	100
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	1298	3002.00	231	3894	15572.00	400	.00	15572	.00	100
52-38	BULLET PROOF VEST 2023	2156	.00	0	6468	.00	0	25880.00	25880	.00	100
52 **	OPERATING SUPPLIES	144013	226349.28	157	427173	466419.43	109	487630.12	1722285	768235.45	55
53-00	ROAD MATERIALS/SUPPLIES	3847	.00	0	11541	4207.82	37	16950.00	46175	25017.18	46
53 **	ROAD MATERIALS/SUPPLIES	3847	.00	0	11541	4207.82	37	16950.00	46175	25017.18	46
54-00	MEMBERSHIP/PUBLICATIONS	6039	988.20	16	19275	18627.50	97	1225.00	71377	51524.50	28
54 **	MEMBERSHIP/PUBLICATIONS	6039	988.20	16	19275	18627.50	97	1225.00	71377	51524.50	28
55-00	TRAINING	16474	500.00	3	53770	28791.09	54	8447.76	201363	164124.15	19
55-01	EDA PROGRAM	2251	58.04-	3-	3917	58.04-	2-	14181.50	24182	10058.54	58
55-02	P/F HS RECRUITMENT	1441	565.00-	39-	1441	565.00-	39-	7045.00	14408	7928.00	45

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	20166	123.04-	1-	59128	28168.05	48	29674.26	239953	182110.69	24
56-15	IT-RELATED OPERATING EXP	295392	58976.75	20	448387	453363.00	101	169313.30	3103825	2481148.70	20
56-16	CYBERSECUR DMS 22/23-249	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	295392	58976.75	20	448387	453363.00	101	169313.30	3103825	2481148.70	20
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	24138	.00	0	24138	.00	0	.00	241379	241379.00	0
61 **	LAND	24138	.00	0	24138	.00	0	.00	241379	241379.00	0
62-00	BUILDINGS	85747	.00	0	92413	.00	0	67083.00	864143	797060.00	8
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	85747	.00	0	92413	.00	0	67083.00	864143	797060.00	8
63-00	INFRASTRUCTURE	179776	.00	0	506965	.00	0	1800252.32	2124945	324692.68	85
63-07	IMPROVE OTHER THAN BLDG	230841	255073.37	111	631125	270271.37	43	1775775.18	2708700	662653.45	76
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63-17	FIND BV-CO-23-159 WTRF P1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	410617	255073.37	62	1138090	270271.37	24	3576027.50	4833645	987346.13	80

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64-00	MACHINERY AND EQUIPMENT	342901	62975.87	18	541549	155910.02	29	2237328.53	3627689	1234450.45	66
64-15	IT HARDWARE	6552	.00	0	20020	43336.44	217	.00	79000	35663.56	55
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	349453	62975.87	18	561569	199246.46	36	2237328.53	3706689	1270114.01	66
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71-30	LEASE - COPIERS	4273	4267.24	100	12819	12796.67	100	38481.36	51278	.03-	100
71-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
71-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
71-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	4273	4267.24	100	12819	12796.67	100	38481.36	51278	.03-	100
72-30	LEASE - COPIERS	35	40.76	117	105	127.33	121	290.64	418	.03	100
72-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
72-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
72-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	35	40.76	117	105	127.33	121	290.64	418	.03	100
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	128525	1542305.00	1200	385575	1542305.00	400	.00	1542304	1.00-	100
81 **	AIDS TO GOVT AGENCY	128525	1542305.00	1200	385575	1542305.00	400	.00	1542304	1.00-	100
82-01	ECON DEV INCENTIVE CONTR	1666	.00	0	4998	.00	0	.00	20000	20000.00	0
82 **	AID TO PRIVATE ORGANIZAT	1666	.00	0	4998	.00	0	.00	20000	20000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	1041	.00	0	3123	.00	0	.00	12500	12500.00	0
83 **	OTHER GRANTS & AIDS	1041	.00	0	3123	.00	0	.00	12500	12500.00	0
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	89560	89552.08	100	268680	268656.24	100	.00	1074726	806069.76	25

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
FUND 001	GENERAL FUND										
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	89560	89552.08	100	268680	268656.24	100	.00	1074726	806069.76	25
FUND 001	TOTAL *********										
	GENERAL FUND	5365329	5773404.33	108	14290424	11692414.76	82	10994762.40	62562351	39875173.84	36
GRAND	TOTAL *********										
		5365329	5773404.33	108	14290424	11692414.76	82	10994762.40	62562351	39875173.84	36

FY 2024 Budget by Classification Report - Summary Listing

12/31/2023

Target for December 2023 is 25%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 77,093,525	$ -	$ 18,356,655	$ 58,736,870	24%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 567,350	$ -	$ 231,625	$ 335,725	41%
*OTHER SOURCES (NON-REVENUE)	$ 18,139,671	$ -	$ -	$ 18,139,671	0%
REVENUE TOTALS	**$ 95,800,546**	**$ -**	**$ 18,588,280**	**$ 77,212,266**	**19%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,545,140	$ -	$ 4,031,327	$ 16,513,813	20%
OPERATING EXPENDITURES	$ 28,757,154	$ 11,506,588	$ 3,988,740	$ 13,261,826	14%
CAPITAL OUTLAY	$ 8,562,619	$ 1,566,770	$ 211,075	$ 6,784,775	2%
GRANTS, AIDS AND OTHER	$ 438,180	$ 361,400	$ 74,630	$ 2,150	17%
NON-OPERATING USES	$ 37,497,453	$ -	$ 19,043,337	$ 18,454,116	51%
EXPENSE TOTALS	**$ 95,800,546**	**$ 13,434,758**	**$ 27,349,109**	**$ 55,016,679**	43%
REVENUE TOTALS	**$ 95,800,546**	**$ -**	**$ 18,588,280**	**$ 77,212,266**	**19%**
EXPENSE TOTALS	**$ 95,800,546**	**$ 13,434,758**	**$ 27,349,109**	**$ 55,016,679**	**43%**
**	**$ -**	**$ (13,434,758)**	**$ (8,760,829)**	**$ 22,195,587**	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
30	02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
50	01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
50	01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
30	00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
30	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31	00	WATER SALES	5,385,017	4,764,077.64	89	16,155,051	15,135,908.28	94	64,620,205	49,484,296.72
33	00	WATER CONNECTION FEE	47,267	69,137.89	146	141,801	176,628.48	125	567,211	390,582.52
36	00	WATER HYDRANT FEES	327,416	352,040.15	108	982,248	1,059,841.97	108	3,928,996	2,869,154.03
39	06	HYDRANT RESID FLOW TEST	141	600.00	426	423	2,700.00	638	1,696	1,004.00-
39	07	BACKFLOW DEVICE TEST	12,808	18,883.14	147	38,424	56,861.14	148	153,700	96,838.86
39	08	JUMPER METERS	61	400.00	656	183	970.00	530	742	228.00-
39	09	PLAN REVIEW/CONST INSPECT	1,060	3,000.00	283	3,180	12,000.00	377	12,720	720.00
39	10	BACKFLOW PRV/RLCT TEMP	44	5.42	12	132	216.26	164	530	313.74
39	*	WATER OTHER INCOME	14,114	22,888.56	162	42,342	72,747.40	172	169,388	96,640.60
51	00	SEWER SALES	613,203	565,231.01	92	1,839,609	1,802,833.82	98	7,358,443	5,555,609.18
51	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51	*	SEWER SALES	613,203	565,231.01	92	1,839,609	1,802,833.82	98	7,358,443	5,555,609.18
53	02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
59	01	GREASE TRAP PERMITS	547	779.07	142	1,641	2,344.77	143	6,572	4,227.23
60	00	REUSE WATER SALES	36,274	33,891.60	93	108,822	104,835.08	96	435,290	330,454.92
60	01	REUSE WATER INSTALLATION	618	751.12	122	1,854	1,514.74	82	7,420	5,905.26
60	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60	*	REUSE WATER SALES	36,892	34,642.72	94	110,676	106,349.82	96	442,710	336,360.18
90	10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	6,424,456	5,808,797.04	90	19,273,368	18,356,654.54	95	77,093,525	58,736,870.46
340	***	CHARGES FOR SERVICES	6,424,456	5,808,797.04		19,273,368	18,356,654.54		77,093,525	58,736,870.46

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	.00		0	1,900.60		0	1,900.60-
10 02	INVESTMENT INTEREST	41,757	.00		125,271	137,115.44	110	501,087	363,971.56
10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
10 *	INTEREST	41,757	.00		125,271	139,016.04	111	501,087	362,070.96
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	41,757	.00		125,271	139,016.04	111	501,087	362,070.96
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	114	.00		342	1,300.00	380	1,378	78.00
362 **	RENT AND ROYALTIES	114	.00		342	1,300.00	380	1,378	78.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
10 00	GAIN/(LOSS)SALE OF F/A	833	.00		2,499	1,102.57	44	10,000	8,897.43
364 **	DISPOSITION FIXED ASSETS	833	.00		2,499	1,102.57	44	10,000	8,897.43
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	265	1,738.35	656	795	2,865.10	360	3,180	314.90
365 **	SALE SURPLUS MTRLS &SCRAP	265	1,738.35	656	795	2,865.10	360	3,180	314.90
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	4,308	2,936.36	68	12,924	71,996.28	557	51,705	20,291.28-
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	4,308	2,936.36	68	12,924	71,996.28	557	51,705	20,291.28-
96 00	INSURANCE REFUND/PROCEEDS	0	15,345.00		0	15,345.00		0	15,345.00-
369 **	OTHER MISC REVENUES	4,308	18,281.36	424	12,924	87,341.28	676	51,705	35,636.28-
360 ***	MISCELLANEOUS REVENUES	47,277	20,019.71		141,831	231,624.99		567,350	335,725.01
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 24	RENEW & REPLACE (424)	16,659	.00		49,977	.00		199,904	199,904.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 42	W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
91 52	TRF FROM WORK COMP (520)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	16,659	.00		49,977	.00		199,904	199,904.00
381 **	INTERFUND TRANSFER	16,659	.00		49,977	.00		199,904	199,904.00
383	INSTLMT PURCH/CAP LEASE								
10 00	LEASE PROCEEDS	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 01	SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	1,656,295	.00		3,033,096	.00		17,939,767	17,939,767.00
99 *	BALANCE FORWARD	1,656,295	.00		3,033,096	.00		17,939,767	17,939,767.00
389 **	NON OPERATING SOURCES	1,656,295	.00		3,033,096	.00		17,939,767	17,939,767.00
380 ***	OTHER SOURCES(NON-REV)	1,672,954	.00		3,083,073	.00		18,139,671	18,139,671.00
FUND TOTAL	WATER/SEWER FUND	8,144,687	5,828,816.75		22,498,272	18,588,279.53		95,800,546	77,212,266.47
GRAND TOTAL		8,144,687	5,828,816.75		22,498,272	18,588,279.53		95,800,546	77,212,266.47

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	14297	19742.40	138	42891	39484.80	92	.00	171571	132086.20	23
11 **	EXECUTIVE SALARIES	14297	19742.40	138	42891	39484.80	92	.00	171571	132086.20	23
12-00	REGULAR SALARIES & WAGES	987574	1150054.35	117	2962722	2308633.28	78	.00	11850922	9542288.72	20
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	13419.83	0	0	16685.21	0	.00	0	16685.21-	0
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	987574	1163474.18	118	2962722	2325318.49	79	.00	11850922	9525603.51	20
13-00	OTHER SALARIES & WAGES	48163	56106.98	117	144489	111155.40	77	.00	577982	466826.60	19
13 **	OTHER SALARIES & WAGES	48163	56106.98	117	144489	111155.40	77	.00	577982	466826.60	19
14-00	OVERTIME	61812	113405.42	184	185436	205493.85	111	.00	741778	536284.15	28
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	61812	113405.42	184	185436	205493.85	111	.00	741778	536284.15	28
15-00	SPECIAL PAY	175	25.00	14	525	75.00	14	.00	2100	2025.00	4
15 **	SPECIAL PAY	175	25.00	14	525	75.00	14	.00	2100	2025.00	4
20-00	CLOTHING/SHOE ALLOWANCE	1787	215.00	12	5361	18685.00	349	.00	21470	2785.00	87
20 **	CLOTHING/SHOE ALLOWANCE	1787	215.00	12	5361	18685.00	349	.00	21470	2785.00	87
21-00	FICA TAXES	84908	101653.72	120	254724	203367.17	80	.00	1018921	815553.83	20
21 **	FICA TAXES	84908	101653.72	120	254724	203367.17	80	.00	1018921	815553.83	20
22-00	RETIREMENT CONTRIBUTIONS	142787	196004.20	137	428361	452894.96	106	.00	1713460	1260565.04	26
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	445	632.70	142	1335	1237.80	93	.00	5346	4108.20	23
22 **	RETIREMENT CONTRIBUTIONS	143232	196636.90	137	429696	454132.76	106	.00	1718806	1264673.24	26
23-00	INSURANCES	2774	2911.60	105	8322	7339.45	88	.00	33318	25978.55	22
23-02	RETIREES OTHER INSURANCES	13138	16240.88	124	39414	37032.00	94	.00	157665	120633.00	24
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-04	MEDICAL	274768	196850.85	72	824304	496334.95	60	.00	3297259	2800924.05	15
23-05	HEALTH RETIREES 50%	1408	928.90	66	4224	2786.70	66	.00	16903	14116.30	17
23-06	HEALTH RETIREES 100%	3756	4644.50	124	11268	10217.90	91	.00	45074	34856.10	23
23-07	DENTAL INSURANCE	12245	8655.54	71	36735	22057.08	60	.00	146979	124921.92	15
23-08	VISION INSURANCE	2181	1583.32	73	6543	4078.62	62	.00	26217	22138.38	16
23-09	LONG TERM DISABILITY	2837	2991.08	105	8511	7538.56	89	.00	34087	26548.44	22
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	313107	234806.67	75	939321	587385.26	63	.00	3757502	3170116.74	16
24-00	WORKER'S COMPENSATION	42321	28866.31	68	126963	57369.75	45	.00	507888	450518.25	11
24 **	WORKER'S COMPENSATION	42321	28866.31	68	126963	57369.75	45	.00	507888	450518.25	11
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	2499	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	2499	.00	0	.00	10000	10000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	13850	11400.00	82	41550	28859.59	70	.00	166200	137340.41	17
27 **	BENEFIT OFFSET	13850	11400.00	82	41550	28859.59	70	.00	166200	137340.41	17
31-00	PROFESSIONAL SERVICES	40553	582.00	1	112226	22506.00	20	122737.75	477218	331974.25	30
31-01	LEGAL EXPENSES	47264	6953.20	15	119764	22027.52	18	112706.32	545139	410405.16	25
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	210836	52355.00	25	618430	108796.35	18	2086480.92	2515956	320678.73	87
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	298653	59890.20	20	850420	153329.87	18	2321924.99	3538313	1063058.14	70
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	166759	30923.67	19	496370	93762.33	19	631261.15	1997231	1272207.52	36
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	166759	30923.67	19	496370	93762.33	19	631261.15	1997231	1272207.52	36
39-00	CONTINGENCY	108333	.00	0	324999	.00	0	.00	1300000	1300000.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	108333	.00	0	324999	.00	0	.00	1300000	1300000.00	0
40-00	TRAVEL AND PER DIEM	1492	675.08	45	4476	1742.02	39	.00	17938	16195.98	10
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1492	675.08	45	4476	1742.02	39	.00	17938	16195.98	10
41-00	COMMUNICATION	19161	14289.65	75	57174	40626.36	71	157497.89	229661	31536.75	86
41 **	COMMUNICATION	19161	14289.65	75	57174	40626.36	71	157497.89	229661	31536.75	86
42-00	FREIGHT & POSTAGE SERVICE	976	.00	0	2928	159.90	6	.00	11740	11580.10	1
42 **	FREIGHT & POSTAGE SERVICE	976	.00	0	2928	159.90	6	.00	11740	11580.10	1
43-00	ELECTRIC/WATER/SEWER	174673	199635.22	114	524019	396139.20	76	1611198.95	2096105	88766.85	96
43 **	ELECTRIC/WATER/SEWER	174673	199635.22	114	524019	396139.20	76	1611198.95	2096105	88766.85	96
44-00	RENTAL AND LEASES	3081	11347.26	368	9243	11347.26	123	3336.48	37000	22316.26	40
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	3081	11347.26	368	9243	11347.26	123	3336.48	37000	22316.26	40
45-00	INSURANCE	105017	236464.54	225	319142	480713.90	151	.00	1264307	783593.10	38
45 **	INSURANCE	105017	236464.54	225	319142	480713.90	151	.00	1264307	783593.10	38
46-00	REPAIRS & MAINTENANCE	524815	481831.07	92	1530327	1131362.26	74	1312989.97	6253693	3809340.77	39
46-02	REPAIR/MAINT BUILDING	25100	45.00	0	42010	10871.79	26	14311.22	267918	242734.99	9

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-03	REPAIR/MAINT-VEHICLES	27269	1993.69	7	80913	5859.46	7	4471.84	326376	316044.70	3
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	577184	483869.76	84	1653250	1148093.51	69	1331773.03	6847987	4368120.46	36
47-00	PRINTING & BINDING	949	60.00	6	2847	60.00	2	.00	11420	11360.00	1
47 **	PRINTING & BINDING	949	60.00	6	2847	60.00	2	.00	11420	11360.00	1
48-00	PROMOTIONAL ACTIVITIES	2083	4025.00	193	6249	4125.00	66	5595.00	25000	15280.00	39
48 **	PROMOTIONAL ACTIVITIES	2083	4025.00	193	6249	4125.00	66	5595.00	25000	15280.00	39
49-00	OTHER CHARGES & OBLIG.	3796	2316.99	61	11388	23146.98	203	.00	45602	22455.02	51
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	3304.60-	0	0	9864.35-	0	.00	0	9864.35	0
49-08	CASH OVER & UNDER	0	7.27	0	0	19.90-	0	.00	0	19.90	0
49-09	DOCUMENT RECORDING CHGS	500	454.30-	91-	1500	1079.30-	72-	5499.30	6000	1580.00	74
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	4296	1434.64-	33-	12888	12183.43	95	5499.30	51602	33919.27	34
51-00	OFFICE SUPPLIES	2047	.00	0	6141	2297.65	37	.00	24614	22316.35	9
51 **	OFFICE SUPPLIES	2047	.00	0	6141	2297.65	37	.00	24614	22316.35	9
52-00	OPERATING SUPPLIES	65067	26165.74	40	195200	163538.98	84	181932.48	780839	435367.54	44
52-02	UNIFORMS	0	1537.12	0	0	3562.40	0	28937.60	0	32500.00-	0
52-07	JANITORIAL SUPPLIES	769	915.35	119	2307	2178.59	94	.00	9240	7061.41	24
52-09	CHEMICALS	532427	411105.45	77	1597281	1175880.31	74	5136291.69	6389130	76958.00	99
52-30	FUEL OIL & LUBRICANTS	44930	41.98	0	134790	48512.77	36	18915.17	539196	471768.06	13
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	643193	439765.64	68	1929578	1393673.05	72	5366076.94	7718405	958655.01	88

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	11244	.00	0	35000.00	45000	10000.00	78
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	11244	.00	0	35000.00	45000	10000.00	78
54-00	MEMBERSHIP/PUBLICATIONS	3435	.00	0	10305	34022.41	330	.00	41245	7222.59	83
54 **	MEMBERSHIP/PUBLICATIONS	3435	.00	0	10305	34022.41	330	.00	41245	7222.59	83
55-00	TRAINING	6433	1834.25	29	18095	20737.14	115	16815.93	76027	38473.93	49
55-01	EDA PROGRAM	416	318.42	77	1248	318.42	26	.00	5000	4681.58	6
55 **	TRAINING	6849	2152.67	31	19343	21055.56	109	16815.93	81027	43155.51	47
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	334877	36880.00	11	404631	195408.74	48	20608.12	3418559	3202542.14	6
56 **	TECHNOLOGY SYSTEMS	334877	36880.00	11	404631	195408.74	48	20608.12	3418559	3202542.14	6
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	522194	.00	0	688860	.00	0	477157.36	5388610	4911452.64	9
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	522194	.00	0	688860	.00	0	477157.36	5388610	4911452.64	9
64-00	MACHINERY & EQUIPMENT	240830	81889.20	34	459861	208785.00	45	608244.00	2627350	1810321.00	31
64-15	IT HARDWARE	51400	.00	0	84034	2289.50	3	481368.60	546659	63000.90	89
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	292230	81889.20	28	543895	211074.50	39	1089612.60	3174009	1873321.90	41
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	28293	27983.07	99	84879	55898.05	66	283612.33	339510	.38-	100
71 **	DEBT SERVICE - PRINCIPAL	28293	27983.07	99	84879	55898.05	66	283612.33	339510	.38-	100
72-32	LEASED ASSET-GENERATOR	7848	8156.93	104	23544	16381.95	70	77787.67	94170	.38	100
72 **	DEBT SERVICE - INTEREST	7848	8156.93	104	23544	16381.95	70	77787.67	94170	.38	100
73-00	OTHER DEBT SERVICE COST	275	.00	0	825	2350.00	285	.00	3300	950.00	71
73-32	GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	275	.00	0	825	2350.00	285	.00	3300	950.00	71
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	300	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	300	.00	0	.00	1200	1200.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	640777	640777.92	100	1922331	1922333.76	100	.00	7689335	5767001.24	25
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE (424)	1070666	.00	0	3211891	12846709.00	400	.00	12847891	1182.00	100
91-25	TO RESTRCTD ASSET (425)	609019	620431.86	102	1827057	1861295.58	102	.00	7308232	5446936.42	26
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	2320462	1261209.78	54	6961279	16630338.34	239	.00	27845458	11215119.66	60
94-01	TXFR TO GF OH ALLOC (001)	664154	664154.00	100	1992462	1992462.00	100	.00	7969848	5977386.00	25
94 **	INTERFUND TRANSFER	664154	664154.00	100	1992462	1992462.00	100	.00	7969848	5977386.00	25
95-01	TXFR TO GF 6% PLOFF (001)	140178	140178.92	100	420534	420536.76	100	.00	1682147	1261610.24	25
95 **	NONOPERATING	140178	140178.92	100	420534	420536.76	100	.00	1682147	1261610.24	25
FUND 421	TOTAL *********										
	WATER/SEWER FUND	8144599	5628448.53	69	22498002	27349108.86	122	13434757.74	95800546	55016679.40	43
GRAND	TOTAL *********										
		8144599	5628448.53	69	22498002	27349108.86	122	13434757.74	95800546	55016679.40	43

FY 2024 Budget by Classification Report - Summary Listing

12/31/2023

Target for December 2023 is 25%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 2,183,841	$ -	$ 1,694,532	$ 489,309	78%
CHARGES FOR SERVICES	$ -	$ -	$ -	$ -	0%
INTERGOVERNMENTAL/GRANT	$ 888,000	$ -	$ -	$ 888,000	0%
MISCELLANEOUS	$ 9,287	$ -	$ 24,462	$ (15,175)	263%
**OTHER SOURCES (NON-REVENUE)	$ 954,282	$ -	$ -	$ 954,282	0%
REVENUE TOTALS	**$ 4,035,410**	**$ -**	**$ 1,718,994**	**$ 2,316,416**	**43%**
EXPENSE					
SALARIES AND BENEFITS	$ 682,295	$ -	$ 93,351	$ 588,944	14%
OPERATING EXPENDITURES	$ 938,844	$ 73,210	$ 68,013	$ 797,621	7%
CAPITAL OUTLAY	$ 2,101,768	$ 944,888	$ 852,883	$ 303,997	41%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
NON-OPERATING USES	$ 312,503	$ -	$ 78,126	$ 234,377	25%
EXPENSE TOTALS	**$ 4,035,410**	**$ 1,018,098**	**$ 1,092,373**	**$ 1,924,939**	**52%**
REVENUE TOTALS	**$ 4,035,410**	**$ -**	**$ 1,718,994**	**$ 2,316,416**	**43%**
EXPENSE TOTALS	**$ 4,035,410**	**$ 1,018,098**	**$ 1,092,373**	**$ 1,924,939**	**52%**
	$ -	**$ (1,018,098)**	**$ 626,620**	**$ 391,477**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
23	01	STRMWTR SPEC ASSMNT	172,802	1,307,723.82	757	518,406	1,706,043.41	329	2,073,634	367,590.59
23	02	DELINQUENT TAX	0	10,822.81-		0	10,622.52-		0	10,622.52
23	03	PENALTIES	0	910.22-		0	889.19-		0	889.19
23	04	TAX CERTIFICATES	9,183	.00		27,549	.00		110,207	110,207.00
23	*	STORMWATER	181,985	1,295,990.79	712	545,955	1,694,531.70	310	2,183,841	489,309.30
325	**	SPECIAL ASSESSMENT	181,985	1,295,990.79	712	545,955	1,694,531.70	310	2,183,841	489,309.30
320	***	OTHER PERMITS & FEES	181,985	1,295,990.79		545,955	1,694,531.70		2,183,841	489,309.30
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
50	01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
36	35	US1/FOREST AV S/W FACILTY	12,000	.00		12,000	.00		120,000	120,000.00
36	36	N FSK S/W PND FLOAT WTLND	76,800	.00		76,800	.00		768,000	768,000.00
36	69	DIX/IRVR DR RESIL 23FRP03	0	.00		0	.00		0	.00
36	*	STORMWATER MANAGEMENT	88,800	.00		88,800	.00		888,000	888,000.00
334	**	STATE GRANT	88,800	.00		88,800	.00		888,000	888,000.00
338		SHARED REVENUE LOCAL UNIT								
10	00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
10	02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
10	05	SAVE OUR INDIAN RVR LAGN	0	.00		0	.00		0	.00
10	*	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	88,800	.00		88,800	.00		888,000	888,000.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
91	00	STORMWATER FEES	0	.00		0	.00		0	.00
91	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91	*	STORMWATER FEES	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	740	.00		2,220	663.57	30	8,887	8,223.43
10 02	INVESTMENT INTEREST	0	.00		0	.00		0	.00
10 10	SBA ACCOUNT 121328	0	.00		0	23,643.47		0	23,643.47-
10 *	INTEREST	740	.00		2,220	24,307.04	1095	8,887	15,420.04-
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	740	.00		2,220	24,307.04	1095	8,887	15,420.04-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	33	.00		99	154.91	157	400	245.09
369 **	OTHER MISC REVENUES	33	.00		99	154.91	157	400	245.09
360 ***	MISCELLANEOUS REVENUES	773	.00		2,319	24,461.95		9,287	15,174.95-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	83,473	.00		203,021	.00		954,282	954,282.00
99 *	BALANCE FORWARD	83,473	.00		203,021	.00		954,282	954,282.00
389 **	NON OPERATING SOURCES	83,473	.00		203,021	.00		954,282	954,282.00
380 ***	OTHER SOURCES(NON-REV)	83,473	.00		203,021	.00		954,282	954,282.00
FUND TOTAL	STORMWATER UTILITY	355,031	1,295,990.79		840,095	1,718,993.65		4,035,410	2,316,416.35
GRAND TOTAL		355,031	1,295,990.79		840,095	1,718,993.65		4,035,410	2,316,416.35

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	35584	31500.34	89	106752	60014.60	56	.00	427011	366996.40	14
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	35584	31500.34	89	106752	60014.60	56	.00	427011	366996.40	14
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	533	409.84	77	1599	1143.52	72	.00	6400	5256.48	18
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	533	409.84	77	1599	1143.52	72	.00	6400	5256.48	18
15-00	SPECIAL PAY	0	25.00	0	0	75.00	0	.00	0	75.00-	0
15 **	SPECIAL PAY	0	25.00	0	0	75.00	0	.00	0	75.00-	0
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	150	600.00	400	.00	600	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	150	600.00	400	.00	600	.00	100
21-00	FICA TAXES	2772	2413.00	87	8316	4662.33	56	.00	33269	28606.67	14
21 **	FICA TAXES	2772	2413.00	87	8316	4662.33	56	.00	33269	28606.67	14
22-00	RETIREMENT CONTRIBUTIONS	4379	4330.20	99	13137	8298.23	63	.00	52553	44254.77	16
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4379	4330.20	99	13137	8298.23	63	.00	52553	44254.77	16
23-00	INSURANCES	108	70.64	65	324	188.58	58	.00	1302	1113.42	15
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7986	4644.50	58	23958	12094.36	51	.00	95834	83739.64	13
23-07	DENTAL INSURANCE	309	227.64	74	927	584.40	63	.00	3716	3131.60	16
23-08	VISION INSURANCE	58	37.88	65	174	97.65	56	.00	707	609.35	14
23-09	LONG TERM DISABILITY	109	71.52	66	327	190.97	58	.00	1316	1125.03	15
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8570	5052.18	59	25710	13155.96	51	.00	102875	89719.04	13
24-00	WORKER'S COMPENSATION	4565	2706.02	59	13695	5201.28	38	.00	54787	49585.72	10
24 **	WORKER'S COMPENSATION	4565	2706.02	59	13695	5201.28	38	.00	54787	49585.72	10
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	.00	0	1200	200.00	17	.00	4800	4600.00	4
27 **	BENEFIT OFFSET	400	.00	0	1200	200.00	17	.00	4800	4600.00	4
31-00	PROFESSIONAL SERVICES	17581	4582.50	26	48461	14983.46	31	37416.17	206702	154302.37	25
31-01	LEGAL EXPENSES	41	.00	0	123	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	17622	4582.50	26	48584	14983.46	31	37416.17	207202	154802.37	25
34-00	CONTRACT SERVICES	9183	.00	0	26699	35579.44	133	4251.66	109353	69521.90	36
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	9183	.00	0	26699	35579.44	133	4251.66	109353	69521.90	36
39-00	CONTINGENCY	32189	.00	0	107115	.00	0	.00	396823	396823.00	0
39 **	CONTINGENCY	32189	.00	0	107115	.00	0	.00	396823	396823.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	711	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	711	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	173	90.78	53	519	272.28	53	1803.72	2076	.00	100
41 **	COMMUNICATION	173	90.78	53	519	272.28	53	1803.72	2076	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	123	.00	0	.00	500	500.00	0
42 **	POSTAGE & FREIGHT	41	.00	0	123	.00	0	.00	500	500.00	0
43-00	ELECTRIC/WATER/SEWER	1250	1143.79	92	3750	2432.82	65	9647.26	15000	2919.92	81

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	1250	1143.79	92	3750	2432.82	65	9647.26	15000	2919.92	81
44-00	RENTALS AND LEASES	250	.00	0	750	.00	0	.00	3000	3000.00	0
44 **	RENTALS AND LEASES	250	.00	0	750	.00	0	.00	3000	3000.00	0
45-00	INSURANCE	1394	3433.91	246	4182	6843.37	164	.00	16734	9890.63	41
45 **	INSURANCE	1394	3433.91	246	4182	6843.37	164	.00	16734	9890.63	41
46-00	REPAIRS & MAINTENANCE	7268	.00	0	21684	579.03	3	16684.00	87100	69836.97	20
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3442	.00	0	10326	2220.71	22	.00	41314	39093.29	5
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	10710	.00	0	32010	2799.74	9	16684.00	128414	108930.26	15
47-00	PRINTING & BINDING	41	.00	0	123	275.00	224	.00	500	225.00	55
47 **	PRINTING & BINDING	41	.00	0	123	275.00	224	.00	500	225.00	55
49-00	OTHER CHARGES & OBLIG.	22	.00	0	66	.00	0	.00	267	267.00	0
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	30.49-	0	0	262.76-	0	.00	0	262.76	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	22	30.49-	139-	66	262.76-	398-	.00	267	529.76	98-
51-00	OFFICE SUPPLIES	41	.00	0	123	21.80	18	.00	500	478.20	4
51 **	OFFICE SUPPLIES	41	.00	0	123	21.80	18	.00	500	478.20	4
52-00	OPERATING SUPPLIES	922	108.87	12	2766	1362.39	49	3406.81	11070	6300.80	43
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2576	.00	0	7728	2317.78	30	.00	30915	28597.22	8
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	3498	108.87	3	10494	3680.17	35	3406.81	41985	34898.02	17

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	186	650.00	350	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	186	650.00	350	.00	750	100.00	87
55-00	TRAINING	729	.00	0	2187	738.00	34	.00	8750	8012.00	8
55 **	TRAINING	729	.00	0	2187	738.00	34	.00	8750	8012.00	8
56-15	IT-RELATED OPERATING EXP	345	.00	0	1035	.00	0	.00	4140	4140.00	0
56 **	TECHNOLOGY SYSTEMS	345	.00	0	1035	.00	0	.00	4140	4140.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	34745	5716.00	17	61411	35534.40	58	227617.93	374110	110957.67	70
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	12000	.00	0	12000	.00	0	.00	120000	120000.00	0
63-36	N FSK S/W PND FLOAT WTLND	76800	338000.00	440	76800	768000.00	1000	.00	768000	.00	100
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION	59774	.00	0	179322	.00	0	717270.00	717291	21.00	100
63 **	INFRASTRUCTURE	183319	343716.00	188	329533	803534.40	244	944887.93	1979401	230978.67	88
64-00	MACHINERY & EQUIPMENT	11019	.00	0	23187	49349.00	213	.00	122367	73018.00	40
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	11019	.00	0	23187	49349.00	213	.00	122367	73018.00	40
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TXFR TO GF OH ALLOC (001)	26041	26041.92	100	78123	78125.76	100	.00	312503	234377.24	25
94 **	INTERFUND TRANSFER	26041	26041.92	100	78123	78125.76	100	.00	312503	234377.24	25
FUND 423	TOTAL *********										
	STORMWATER UTILITY	355019	425523.86	120	840059	1092373.40	130	1018097.55	4035410	1924939.05	52
GRAND	TOTAL *********										
		355019	425523.86	120	840059	1092373.40	130	1018097.55	4035410	1924939.05	52

Legislation Details (With Text)

File #:	24-013	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/3/2024			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	FY 2024 December Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 2024 REVENUE Budget Tracking Worksheet-20240103.pdf FY 2024 EXPENSE Budget Tracking Worksheet-20240103.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 3, 2024
Agenda Date: January 23, 2024
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
FY 2024 December Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2024 thru December 31st, 2023.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Informational Item Only

FY 2024 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 12/31/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/12/23	001-0000-331.20-28	15,572	ACCEPT JAG GRANT FUNDS RESOLUTION #: 23-115		144
	001-0000-389.99-50	1,969,004	PROVOST PARK BUDGET FY124 RESOLUTION #: 23-116		145
	001-0000-369.90-04	5,000	RECEIVE HVE GRANT FUNDS RESOLUTION #: 23-114		143
10/27/23	001-0000-331.20-29	12,940	23 BULLET PROOF VST GRANT RESOLUTION #: 23-127		349
	001-0000-389.99-50	450,000	FY 24 PAVING BUDGET RESOLUTION #: 23-126		348
	001-0000-389.99-50	321,797	PROVOST PARK LIGHTS RESOLUTION #: 23-118		345
	001-0000-389.99-50	10,748	STRADLEY PARK BUDGET RESOLUTION #: 23-121		347
	001-0000-389.99-50	132,609			
	001-0000-389.99-50	549,028			
11/17/23	001-0000-389.99-50	10,748	STRADLEY PARK PROJECT SHORTFALL		668
	001-0000-389.99-50	132,609			
	001-0000-389.99-50	549,028			
11/29/23	001-0000-389.99-50	42	EoY Cleanup Resolution #: 23-138		5460
	001-0000-343.41-20	1,948			
	001-0000-343.41-30	9,791			
	001-0000-389.99-50	17,795			
	001-0000-389.99-50	83,820			
	001-0000-343.41-10	204,908			
11/30/23	001-0000-389.99-50	127,875	SELL LADDER BUY PMPER TRK RESOLUTION #: 23-139		823
	001-0000-364.00-00	525,000			
12/15/23	001-0000-389.99-50	6,356,024	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143		1071
	001-0000-331.20-26	1,960	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	001-0000-389.99-50	1,960			
	001-0000-331.20-23	3,066			
	001-0000-334.70-11	4,204			
	001-0000-331.70-02	17,700			
	001-0000-389.99-50	1,680,019			
12	Budget Amendments/Transfers			Division 0000 Total	$13,195,195	
	12 Total Budget Amendments/Transfers		**GENERAL FUND**	**$13,195,195**	
12/15/23	104-0000-389.99-50	151,680	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 0000 Total	$151,680	
	1 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**$151,680**	
10/12/23	105-0000-334.90-01	14,691	RECEIVE SHIP FUNDS RESOLUTION #: 23-112		142
1	Budget Amendments/Transfers		Division 0000 Total	$14,691	
	1 Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$14,691**	
12/15/23	107-0000-389.99-50	12,094	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
12/18/23	107-0000-389.99-50	3,000	BLD 2 CITIZENSERVE RPRTS RESOLUTION #: 23-144		1098
2	Budget Amendments/Transfers		Division 0000 Total	$15,094	
	2 Total Budget Amendments/Transfers		**BUILDING PERMITS**	**$15,094**	
11/09/23	110-0000-389.99-50	(41,059)	CCRA POLICING FND RETURN RESOLUTION #: CCRA23-680		5450
	110-0000-381.91-01	41,059			
12/07/23	110-0000-389.99-50	86,000	Buy 203 Orange St. Resolution #: CCRA23-752		958
	110-0000-389.99-50	84,000	Docking & Breakwtr Match RESOLUTION #: CCRA 23-749		959
12/15/23	110-0000-389.99-50	2,331,364	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143		1071
	110-0000-389.99-50	25,748	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
5	Budget Amendments/Transfers		Division 0000 Total	$2,527,112	
	5 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$2,527,112**	
12/15/23	111-0000-389.99-50	150,000	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143		1071
	111-0000-389.99-50	15,292	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
2	Budget Amendments/Transfers		Division 0000 Total	$165,292	
	2 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$165,292**	
11/17/23	130-0000-389.99-50	62,705	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS		669
12/15/23	130-0000-331.90-02	4,224	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143		1071
	130-0000-331.90-02	4,572			
	130-0000-331.90-02	11,818			
	130-0000-331.90-02	18,590			
	130-0000-331.90-02	50,000			
	130-0000-331.90-02	55,925			
	130-0000-331.90-02	62,705			
	130-0000-331.90-02	73,018			
	130-0000-331.90-02	83,980			
	130-0000-331.90-02	128,004			
	130-0000-331.90-02	198,596			
	130-0000-331.90-02	17,896	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	130-0000-331.90-02	38,376			
	130-0000-331.90-02	47,588			
	130-0000-331.90-02	70,637			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/15/23	130-0000-331.90-02	634,500	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
3 Budget Amendments/Transfers			Division 0000 Total	$1,563,134	
3 Total Budget Amendments/Transfers			**AMERICAN RESCUE PLAN FUND**	**$1,563,134**	
11/29/23	201-0000-381.91-01	42	EoY Cleanup Resolution #: 23-138		5460
1 Budget Amendments/Transfers			Division 0000 Total	$42	
1 Total Budget Amendments/Transfers			**DEBT SERVICE FUND**	**$42**	
10/27/23	303-0000-389.99-50	199,145	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128		350
	303-0000-389.99-50	226,878			
	303-0000-331.90-01	4,103,261			
1 Budget Amendments/Transfers			Division 0000 Total	$4,529,284	
1 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$4,529,284**	
12/18/23	304-0000-337.30-21	84,000	DOCKING & BREAKWTR GRANT RESOLUTION #: 23-141		1091
	304-0000-381.91-10	84,000			
1 Budget Amendments/Transfers			Division 0000 Total	$168,000	
1 Total Budget Amendments/Transfers			**T DOCKS / BREAKWATER**	**$168,000**	
10/27/23	421-0000-389.99-50	(199,904)	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128		351
	421-0000-381.91-24	199,904			
11/17/23	421-0000-389.99-50	114,908	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS		669
	421-0000-389.99-50	149,396			
11/29/23	421-0000-389.99-50	914	EoY Cleanup Resolution #: 23-138		5460
	421-0000-389.99-50	4,742			
	421-0000-389.99-50	16,967			
12/15/23	421-0000-389.99-50	7,571,410	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143		1071
	421-0000-389.99-50	1,987,399	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
5 Budget Amendments/Transfers			Division 0000 Total	$9,845,736	
5 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$9,845,736**	
10/27/23	423-0000-389.99-50	347,957	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128		350
	423-0000-389.99-50	369,334			
12/15/23	423-0000-389.99-50	79,978	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143		1071
	423-0000-334.36-35	120,000			
	423-0000-334.36-36	768,000	BUDGT ROLL: FISKE/ PND RESOLUTION #: 23-143		1071
	423-0000-389.99-50	157,013	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
4 Budget Amendments/Transfers			Division 0000 Total	$1,842,282	
4 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$1,842,282**	
10/27/23	424-0000-389.99-50	46,469	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128		350
	424-0000-389.99-50	998,420			
	424-0000-389.99-50	199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128		351

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/23	424-0000-381.91-21	1,182	MANHOLE LINING		670
12/15/23	424-0000-389.99-50	18,768	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143		1071
	424-0000-331.35-01	56,303			
	424-0000-389.99-50	18,089,618			
	424-0000-389.99-50	5,514,531	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
5 Budget Amendments/Transfers			Division 0000 Total	$24,925,195	
5 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**$24,925,195**	
11/29/23	425-0000-381.91-01	914	EoY Cleanup Resolution #: 23-138		5460
12/08/23	425-0000-381.91-01	(914)	CORRECTING BAF 23-133-A INCORRECT IFT ACCOUNT #		5473
	425-0000-381.91-21	914			
2 Budget Amendments/Transfers			Division 0000 Total	$914	
2 Total Budget Amendments/Transfers			**W/S RESTRICTED ASSETS**	**$914**	

45 Transfers & Amendments between 10/1/2023 and 12/31/2023

FY 2024 TOTAL TRANSFERS & AMENDMENTS **58,943,651**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2024 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Date: 1/3/2024

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 12/31/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
10/18/23	001-1000-511.21-00	(122)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1000-511.21-00	(25)			
	001-1000-511.15-00	25			
1 Budget Amendments/Transfers			Division 1000 Total	($122)	
1100 - CITY MANAGER'S OFFICE					
10/18/23	001-1100-512.13-00	6	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1100-512.12-12	116			
1 Budget Amendments/Transfers			Division 1100 Total	$122	
1104 - PLANNING					
10/18/23	001-1104-515.27-00	(3,000)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1104-515.23-04	(1,800)			
	001-1104-515.23-07	(700)			
	001-1104-515.21-00	(391)			
	001-1104-515.22-00	660			
	001-1104-515.12-00	5,231			
11/17/23	001-1104-515.34-00	(5,000)	VERIZON BALANCE October Cleanup		667
	001-1104-515.51-00	800			
	001-1104-515.41-00	1,200			
	001-1104-515.42-00	3,000			
12/15/23	001-1104-515.34-00	530	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	001-1104-515.34-00	1,258			
	001-1104-515.34-00	3,965			
	001-1104-515.34-00	4,705			
	001-1104-515.34-00	7,045			
	001-1104-515.34-00	17,535			
	001-1104-515.34-00	21,876			
3 Budget Amendments/Transfers			Division 1104 Total	$56,914	
1203 - INFORMATION TECHNOLOGY					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/13/23	001-1203-516.44-00	(51,696)	US BANK SISSINE COPIER GASB87 COMPLIANCE		163
	001-1203-517.72-30	418			
	001-1203-517.71-30	51,278			
	001-1203-516.44-00	(51,697)	US BANK/ SISSINE COPIER GASB87 COMPLIANCE		5349
	001-1203-517.72-30	662			
	001-1203-517.71-30	51,035			
10/18/23	001-1203-516.23-04	(12,992)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1203-516.27-00	(1,500)			
	001-1203-516.23-00	(1,004)			
	001-1203-516.23-09	124			
	001-1203-516.11-00	2,381			
	001-1203-516.22-00	12,991			
11/17/23	001-1203-516.41-00	4,000	INTERNEET FEES AND TAXES October Cleanup		667
	001-1203-516.64-15	(4,000)	INTERNET FEES AND TAXES OCTOBER CLEANUP		667
12/15/23	001-1203-516.56-15	2,744	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	001-1203-516.46-00	2,867			
12/19/23	001-1203-516.56-15	13,200	BUDGT ROLL: SOCRATA RESOLUTION #: 23-143		1115
7	Budget Amendments/Transfers		Division 1203 Total	$18,811	
1500 - FINANCE GENERAL ACCOUNTNG					
10/18/23	001-1500-513.12-00	(4,090)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1500-513.22-00	4,050			
1	Budget Amendments/Transfers		Division 1500 Total	($40)	
1505 - PURCHASING					
10/18/23	001-1505-513.23-04	(44)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1505-513.23-08	8			
	001-1505-513.23-09	17			
	001-1505-513.23-07	40			
	001-1505-513.23-00	43			
	001-1505-513.22-00	598			
1	Budget Amendments/Transfers		Division 1505 Total	$662	
1510 - FINANCE UTILITY ACCOUNTNG					
10/18/23	001-1510-536.12-00	(9,067)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1510-536.27-00	236			
	001-1510-536.14-00	1,799			
	001-1510-536.22-00	6,410			
1	Budget Amendments/Transfers		Division 1510 Total	($622)	
1600 - GENERAL OPERATIONS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/02/23	001-1600-513.39-00	(280)	CORR. NEG BAL SEPTEMBER CLEANUP	5251
	001-1600-513.55-02	280		
10/18/23	001-1600-513.39-00	(34,000)	AFB PD RETENTION SEPTEMBER CLEANUP	5251
11/09/23	001-1600-581.91-10	41,059	CCRA POLICING FND RETURN RESOLUTION #: 23-137	5450
11/17/23	001-1600-513.31-00	5,000	FD MENTAL HEALTH SVCS. OCTOBER CLEANUP	667
	001-1600-513.45-00	(15,000)	GEHRING RISK CONSULTING October Cleanup	667
	001-1600-513.31-00	15,000		
	001-1600-513.39-00	(1,500)	WEDLOW SIGN ON BONUS OCTOBER CLEANUP	667
11/29/23	001-1600-513.39-00	(280)	EoY Cleanup RESOLUTION #: 23-138	5461
	001-1600-513.55-02	(280)		
	001-1600-513.39-00	280		
	001-1600-513.55-02	280		
	001-1600-513.39-00	1,500		
	001-1600-581.91-20	42	EoY Cleanup Resolution #: 23-138	5460
12/15/23	001-1600-513.56-15	679,000	BUDGT ROLL: AFBP21 ERP RESOLUTION #: 23-143	1071
	001-1600-513.39-00	15,000	BUDGT ROLL: AFBP21 SUST. RESOLUTION #: 23-143	1071
	001-1600-513.39-00	37,500		
	001-1600-513.56-15	1,457,967	BUDGT ROLL: AFBP22 ERP RESOLUTION #: 23-143	1071
	001-1600-513.39-00	400,000	BUDGT ROLL: AFFD. HOUSING RESOLUTION #: 23-143	1071
	001-1600-513.39-00	38,310	BUDGT ROLL: D.S. PAVING RESOLUTION #: 23-143	1071
	001-1600-513.39-00	89,913		
	001-1600-513.39-00	480,000	BUDGT ROLL: ECON. INCENT. RESOLUTION #: 23-143	1071
	001-1600-513.39-00	634,500	BUDGT ROLL: FD PUMPER TRK RESOLUTION #: 23-143	1071
	001-1600-513.39-00	209,249	BUDGT ROLL: HS TRAINEES RESOLUTION #: 23-143	1071
	001-1600-513.55-02	7,363	BUDGT ROLL: HS TRNEE RECR RESOLUTION #: 23-143	1071
	001-1600-513.39-00	240,000	BUDGT ROLL: MUSEUM CONT. RESOLUTION #: 23-143	1071
	001-1600-513.39-00	241,000	BUDGT ROLL: P&F CADETS RESOLUTION #: 23-143	1071
	001-1600-513.39-00	6,071	BUDGT ROLL: PARK IMPROV. RESOLUTION #: 23-143	1071
	001-1600-513.31-00	270	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	001-1600-513.34-00	4,388		
	001-1600-513.55-02	7,045		
	001-1600-513.34-00	8,640		
	001-1600-513.55-01	14,182		
	001-1600-513.31-00	20,833		
	001-1600-513.31-00	46,000		
21 Budget Amendments/Transfers			Division 1600 Total	$4,649,332

1601 - EMERGENCY/DISASTER SVS

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/29/23	001-1601-525.23-08	111	EoY Cleanup Resolution #: 23-138		5460
	001-1601-525.23-09	262			
	001-1601-525.23-07	614			
	001-1601-525.52-00	1,296			
	001-1601-525.23-04	15,512			
1	Budget Amendments/Transfers		Division 1601 Total	$17,795	
1603 - EMERGENCY MANAGEMENT					
11/17/23	001-1603-525.52-00	(5,000)	FD MENTAL HEALTH SVCS. OCTOBER CLEANUP		667
1	Budget Amendments/Transfers		Division 1603 Total	($5,000)	
1801 - HUMAN RESOURCES					
10/18/23	001-1801-513.13-00	(16,915)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1801-513.12-00	(7,449)			
	001-1801-513.21-00	(1,000)			
	001-1801-513.23-09	8			
	001-1801-513.23-04	5,855			
	001-1801-513.22-00	8,934			
1	Budget Amendments/Transfers		Division 1801 Total	($10,567)	
1805 - CITY CLERK					
10/18/23	001-1805-513.23-07	(133)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1805-513.14-00	14			
	001-1805-513.23-00	18			
	001-1805-513.23-09	21			
	001-1805-513.12-12	133			
	001-1805-513.21-00	378			
	001-1805-513.22-00	575			
	001-1805-513.23-04	788			
	001-1805-513.13-00	3,954			
	001-1805-513.12-00	4,819			
1	Budget Amendments/Transfers		Division 1805 Total	$10,567	
1906 - COMMUNICATION/GRANTS					
10/18/23	001-1906-513.23-07	15	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1906-513.23-04	372			
	001-1906-513.21-00	410			
	001-1906-513.22-00	1,049			
	001-1906-513.12-00	5,080			
11/17/23	001-1906-513.48-00	(4,248)	MONSIDO SUBSCRIPTION ADA October Cleanup		667
	001-1906-513.56-15	4,248			
12/15/23	001-1906-513.56-15	5,000	BUDGT ROLL: ARCHIVE SCIAL RESOLUTION #: 23-143		1071

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3	Budget Amendments/Transfers		Division 1906 Total	$11,926	
1990 - LEISURE SERVICES					
10/18/23	001-1990-574.23-04	(10,967)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1990-574.23-04	(4,994)			
	001-1990-574.13-00	(4,050)			
	001-1990-574.27-00	780			
	001-1990-574.22-00	3,269			
	001-1990-574.12-00	4,042			
	001-1990-574.12-12	4,994			
11/17/23	001-1990-574.49-00	(1,000)	DESK & DESK EQUIP. October Cleanup		667
	001-1990-574.52-00	1,000			
2	Budget Amendments/Transfers		Division 1990 Total	($6,926)	
2100 - POLICE ADMIN/OPERATIONS					
10/02/23	001-2100-521.46-00	(1,996)	GASB96 COMP: IDEMIA SEPTEMBER CLEANUP		5251
	001-2100-521.56-15	1,996			
10/12/23	001-2100-521.52-37	15,572	ACCEPT JAG GRANT FUNDS RESOLUTION #: 23-115		144
	001-2100-521.14-00	5,000	RECEIVE HVE GRANT FUNDS RESOLUTION #: 23-114		143
10/18/23	001-2100-521.15-00	1,500	AFB PD RET. CORBLEY SEPTEMBER CLEANUP		5251
	001-2100-521.15-00	8,000	AFB PD RET. FREDETTE SEPTEMBER CLEANUP		5251
	001-2100-521.15-00	1,500	AFB PD RET. HALVERSON SEPTEMBER CLEANUP		5251
	001-2100-521.15-00	4,000	AFB PD RET. HARTZELL SEPTEMBER CLEANUP		5251
	001-2100-521.15-00	1,500	AFB PD RET. PEDERSEN SEPTEMBER CLEANUP		5251
	001-2100-521.15-00	1,500	AFB PD RET. PYNE SEPTEMBER CLEANUP		5251
	001-2100-521.15-00	10,000	AFB PD RET. RODRIGUEZ SEPTEMBER CLEANUP		5251
	001-2100-521.15-00	1,500	AFB PD RET. WEDLOW SEPTEMBER CLEANUP		5251
	001-2100-521.12-00	(18,539)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-2100-521.12-00	(2,146)			
	001-2100-521.12-12	1,071			
	001-2100-521.22-03	2,069			
	001-2100-521.12-06	7,447			
	001-2100-521.15-00	9,023			
10/27/23	001-2100-521.52-00	(12,940)	23 BULLET PROOF VST GRANT RESOLUTION #: 23-127		349
	001-2100-521.52-38	12,940			
	001-2100-521.52-38	12,940			
10/30/23	001-2100-521.56-15	(1,996)	GASB96 COMP: IDEMIA		5422
	001-2100-521.46-00	1,996			
11/09/23	001-2100-521.12-00	(41,059)	CCRA POLICING FND RETURN RESOLUTION #: 23-137		5450

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/23	001-2100-521.54-00	(3,180)	DMS SOFTWARE FOR GASB96 October Cleanup		667
	001-2100-521.56-15	3,180			
	001-2100-521.56-15	7,003			
	001-2100-521.46-00	(1,996)	IDEMIA SOFTWR FOR GASB96 OCTOBER CLEANUP		667
	001-2100-521.56-15	1,996			
	001-2100-521.15-00	1,500	WEDLOW SIGN ON BONUS OCTOBER CLEANUP		667
11/29/23	001-2100-521.15-00	(1,500)	EoY Cleanup RESOLUTION #: 23-138		5461
12/15/23	001-2100-521.15-00	20,000	BUDGT ROLL: OFF. SIGN ON RESOLUTION #: 23-143		1071
	001-2100-521.12-00	32,000	BUDGT ROLL: PD HS TRAINEE RESOLUTION #: 23-143		1071
	001-2100-521.52-00	75	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	001-2100-521.52-00	355			
	001-2100-521.52-23	3,066			
	001-2100-521.52-26	3,920			
	001-2100-521.46-03	6,914			
	001-2100-521.64-00	62,976			
	001-2100-521.64-00	119,203			
12/19/23	001-2100-521.56-15	(13,200)	BUDGT ROLL: SOCRATA RESOLUTION #: 23-143		1115
23	Budget Amendments/Transfers		Division 2100 Total	$263,190	
2101 - POLICE COMMUNICATIONS					
10/18/23	001-2101-521.15-00	1,500	AFB PD RET. COLON SEPTEMBER CLEANUP		5251
	001-2101-521.15-00	1,500	AFB PD RET. FULTON SEPTEMBER CLEANUP		5251
	001-2101-521.15-00	1,500	AFB PD RET. LANGFORD SEPTEMBER CLEANUP		5251
	001-2101-521.12-12	610	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
11/17/23	001-2101-521.54-00	(7,003)	DMS SOFTWARE FOR GASB96 October Cleanup		667
12/15/23	001-2101-521.15-00	5,000	BUDGT ROLL: DIS. SIGN ON RESOLUTION #: 23-143		1071
6	Budget Amendments/Transfers		Division 2101 Total	$3,107	
2132 - CODE ENFORCEMENT					
10/18/23	001-2132-524.12-00	(2,740)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-2132-524.12-12	465			
	001-2132-524.22-00	2,740			
12/18/23	001-2132-524.12-00	(1,730)	NOV CLEANUP: SEE TRACKER EMPLOYEE ACCRUALS		1099
	001-2132-524.12-12	1,730			
2	Budget Amendments/Transfers		Division 2132 Total	$465	
2200 - FIRE ADMINISTRATION					
10/18/23	001-2200-522.21-00	(8,000)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-2200-522.22-01	(6,000)			
	001-2200-522.24-00	(2,206)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/18/23	001-2200-522.22-00	(2,000)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-2200-522.23-04	1,635			
	001-2200-522.11-00	1,931			
	001-2200-522.12-00	14,640			
11/29/23	001-2200-522.24-00	(70)	EoY Cleanup RESOLUTION #: 23-138		5461
	001-2200-522.22-01	70			
12/15/23	001-2200-522.52-02	14	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
3	Budget Amendments/Transfers			Division 2200 Total $14	
2201 - FIRE OPERATIONS					
10/18/23	001-2201-522.22-01	(72,000)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-2201-522.13-00	(19,022)			
	001-2201-522.24-00	(18,000)			
	001-2201-522.15-00	(9,000)			
	001-2201-522.22-01	(321)			
	001-2201-522.22-00	149			
	001-2201-522.12-12	321			
	001-2201-522.23-04	3,412			
	001-2201-522.20-00	3,477			
	001-2201-522.21-00	10,732			
	001-2201-522.14-00	49,892			
	001-2201-522.12-00	50,360			
11/17/23	001-2201-522.52-05	(1,584)	EMS DRUG VND MACHINE OCTOBER CLEANUP		667
	001-2201-522.56-15	1,584			
11/30/23	001-2201-522.64-00	127,875	SELL LADDER BUY PMPER TRK RESOLUTION #: 23-139		823
	001-2201-522.64-00	525,000			
12/15/23	001-2201-522.12-00	35,668	BUDGT ROLL: FIRE HS TRNEE RESOLUTION #: 23-143		1071
	001-2201-522.46-00	107	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	001-2201-522.52-00	2,777			
	001-2201-522.52-02	7,463			
	001-2201-522.52-00	9,193			
	001-2201-522.64-00	850,000			
12/18/23	001-2201-522.55-00	(19,200)	NOV CLEANUP: SEE TRACKER STRATEGIC PLANNING SVCS		1099
	001-2201-522.34-00	19,200			
	001-2201-522.55-00	(9,072)	NOV CLEANUP: SEE TRACKER UNBUDGETED BUNKER GEAR		1099
	001-2201-522.46-00	9,072			
7	Budget Amendments/Transfers			Division 2201 Total $1,558,083	
3200 - ADMINISTRATION					
10/18/23	001-3200-515.12-00	(558)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/18/23	001-3200-515.23-09	8	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-3200-515.23-00	46			
	001-3200-515.13-00	65			
	001-3200-515.27-00	131			
	001-3200-515.23-04	308			
12/15/23	001-3200-515.62-00	750,000	BUDGT ROLL: BLAKE SUBDIV. RESOLUTION #: 23-143		1071
	001-3200-515.61-00	241,379	BUDGT ROLL: C VIL. PRKING RESOLUTION #: 23-143		1071
	001-3200-515.31-16	4,204	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	001-3200-515.56-15	12,292			
	001-3200-515.31-15	17,700			
4	Budget Amendments/Transfers			Division 3200 Total $1,025,575	
3500 - ADMINISTRATION					
10/18/23	001-3500-519.23-08	4	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-3500-519.23-07	53			
	001-3500-519.21-00	224			
	001-3500-519.27-00	240			
	001-3500-519.22-00	385			
	001-3500-519.23-04	736			
	001-3500-519.12-00	1,042			
12/18/23	001-3500-519.56-15	(10,000)	PW WORK MGMT. PROGRAM RESOLUTION #: 23-145		1093
2	Budget Amendments/Transfers			Division 3500 Total ($7,316)	
3510 - STREET MANAGEMENT					
10/18/23	001-3510-541.23-04	(1,113)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-3510-541.23-09	10			
	001-3510-541.22-00	370			
	001-3510-541.12-12	733			
10/27/23	001-3510-541.63-00	450,000	FY 24 PAVING BUDGET RESOLUTION #: 23-126		348
11/17/23	001-3510-541.46-00	(2,850)	FPL PO, BUDGETED TOO LOW OCTOBER CLEANUP		667
	001-3510-541.43-00	2,850			
	001-3510-541.46-00	(13,429)	SHORTFALL CURB & GUTTER OCTOBER CLEANUP		667
	001-3510-541.46-00	13,429			
12/15/23	001-3510-541.63-00	3,985	BUDGT ROLL: AURORA DITCH RESOLUTION #: 23-143		1071
	001-3510-541.31-00	2,526	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	001-3510-541.34-00	3,900			
	001-3510-541.63-00	16,395			
	001-3510-541.46-00	24,342			
	001-3510-541.63-00	29,901			
	001-3510-541.46-00	34,359			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
6	Budget Amendments/Transfers		Division 3510 Total	$565,408	
3520 - PARKS & BEAUTIFICATION					
10/18/23	001-3520-572.12-00	(34,851)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-3520-572.13-00	(4,795)			
	001-3520-572.14-00	3,097			
12/15/23	001-3520-572.46-00	18,000	BUDGT ROLL: CEMTRY HEADST RESOLUTION #: 23-143		1071
2	Budget Amendments/Transfers		Division 3520 Total	($18,549)	
3540 - PUBLIC WORKS- FLEET MAINT					
10/18/23	001-3540-519.27-00	1	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-3540-519.22-00	2,100			
11/17/23	001-3540-519.64-00	3,951	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS		669
12/15/23	001-3540-519.55-00	6,528	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	001-3540-519.56-15	13,760			
	001-3540-519.64-00	14,614			
3	Budget Amendments/Transfers		Division 3540 Total	$40,954	
3550 - SANITATION					
11/29/23	001-3550-534.34-03	300,467	EoY Cleanup Resolution #: 23-138		5460
1	Budget Amendments/Transfers		Division 3550 Total	$300,467	
3560 - FACILITY MANAGEMENT					
10/02/23	001-3560-519.46-00	(200)	2024 POLARIS RANGER BAL SEPTEMBER CLEANUP		5251
	001-3560-519.64-00	200			
10/18/23	001-3560-519.14-00	(275)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-3560-519.12-12	10			
	001-3560-519.23-00	94			
	001-3560-519.23-09	98			
	001-3560-519.23-07	104			
	001-3560-519.22-00	1,188			
	001-3560-519.21-00	1,971			
	001-3560-519.23-04	3,250			
	001-3560-519.12-00	25,049			
11/17/23	001-3560-519.64-00	(3,951)	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS		669
12/15/23	001-3560-519.56-15	10,000	BUDGT ROLL: CMAS & INV RESOLUTION #: 23-143		1071
	001-3560-519.64-00	23,428	BUDGT ROLL: FY23 CAP. PUR RESOLUTION #: 23-143		1071
	001-3560-519.49-00	75	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	001-3560-519.49-00	75			
	001-3560-519.49-00	75			
	001-3560-519.46-03	6,381			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/15/23	001-3560-519.64-00	12,583	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	001-3560-519.46-00	15,365			
	001-3560-519.62-00	74,143			
	001-3560-519.64-00	123,603			
12/18/23	001-3560-519.56-15	10,000	PW WORK MGMT. PROGRAM RESOLUTION #: 23-145		1093
7 Budget Amendments/Transfers			Division 3560 Total	$303,266	
3580 - CAPITAL PROJECTS MNGMT					
10/12/23	001-3580-519.64-00	8,000	PROVOST PARK BUDGET FY124 RESOLUTION #: 23-116		145
	001-3580-519.63-07	49,977			
	001-3580-519.63-00	697,853			
	001-3580-519.63-07	1,213,174			
10/18/23	001-3580-519.12-00	(1,000)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-3580-519.23-04	(400)			
	001-3580-519.14-00	22			
	001-3580-519.23-09	28			
	001-3580-519.23-00	29			
	001-3580-519.22-00	1,596			
10/27/23	001-3580-519.63-07	321,797	PROVOST PARK LIGHTS RESOLUTION #: 23-118		345
	001-3580-519.63-00	10,748	STRADLEY PARK BUDGET RESOLUTION #: 23-121		347
	001-3580-519.63-00	60,000			
	001-3580-519.63-00	133,261			
	001-3580-519.63-07	488,376			
11/17/23	001-3580-519.63-00	10,748	STRADLEY PARK PROJECT SHORTFALL		668
	001-3580-519.63-00	60,000			
	001-3580-519.63-00	133,261			
	001-3580-519.63-07	488,376			
12/15/23	001-3580-519.63-07	85,000	BUDGT ROLL: J.R. PRK IMP. RESOLUTION #: 23-143		1071
	001-3580-519.64-00	529,141			
	001-3580-519.46-00	61,550	BUDGT ROLL: PARK IMPROV. RESOLUTION #: 23-143		1071
	001-3580-519.63-00	18,793	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	001-3580-519.64-00	23,032			
	001-3580-519.64-00	24,317			
8 Budget Amendments/Transfers			Division 3580 Total	$4,417,679	
119 Total Budget Amendments/Transfers			**GENERAL FUND**	**$13,195,195**	
3240 - HOUSING GRANTS					
10/18/23	103-3240-554.12-00	(205)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	103-3240-554.21-00	16			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/18/23	103-3240-554.22-00	189	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
1 Budget Amendments/Transfers			Division 3240 Total	$0	
1 Total Budget Amendments/Transfers			**CDBG**	**$0**	
3240 - HOUSING GRANTS					
10/18/23	104-3240-554.12-00	(13)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	104-3240-554.22-00	13			
12/15/23	104-3240-554.83-23	151,680	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
2 Budget Amendments/Transfers			Division 3240 Total	$151,680	
2 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$151,680**	
3240 - HOUSING GRANTS					
10/12/23	105-3240-554.83-00	14,691	RECEIVE SHIP FUNDS RESOLUTION #: 23-112		142
10/18/23	105-3240-554.12-00	(57)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	105-3240-554.22-00	57			
11/17/23	105-3240-554.39-00	(1,800)	SHIP TITLE AND CELL PHONE OCTOBER CLEANUP		667
	105-3240-554.41-00	800			
	105-3240-554.49-00	1,000			
3 Budget Amendments/Transfers			Division 3240 Total	$14,691	
3 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$14,691**	
3200 - ADMINISTRATION					
10/18/23	107-3200-524.27-00	(1,400)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	107-3200-524.12-00	(900)			
	107-3200-524.24-00	(545)			
	107-3200-524.23-00	64			
	107-3200-524.23-09	170			
	107-3200-524.13-00	1,232			
	107-3200-524.22-00	1,379			
12/15/23	107-3200-524.34-00	12,094	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
12/18/23	107-3200-524.56-15	3,000	BLD 2 CITIZENSERVE RPRTS RESOLUTION #: 23-144		1098
3 Budget Amendments/Transfers			Division 3200 Total	$15,094	
3 Total Budget Amendments/Transfers			**BUILDING PERMITS**	**$15,094**	
3230 - CRA ADMIN/OPERATIONS					
10/02/23	110-3230-559.63-00	(18,625)	LEE WENNER PARK CORR. SEPTEMBER CLEANUP		5251
	110-3230-559.63-00	18,625			
10/12/23	110-3230-559.46-00	(2,978)	Redev. Coord. Change RESOLUTION #: 23-602		5345
	110-3230-559.55-00	(967)			
	110-3230-559.23-08	6			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/12/23	110-3230-559.23-07	14	Redev. Coord. Change RESOLUTION #: 23-602	5345
	110-3230-559.23-00	63		
	110-3230-559.22-00	698		
	110-3230-559.12-00	1,463		
	110-3230-559.23-04	1,701		
10/13/23	110-3230-559.44-00	(62,179)	COCOA VILLAGE POST OFFICE LEASE GASB87 COMPLIANCE	162
	110-3230-517.72-31	2,124		
	110-3230-517.71-31	60,055		
	110-3230-559.44-00	(60,516)		5348
	110-3230-517.72-31	2,700		
	110-3230-517.71-31	57,816		
10/25/23	110-3230-559.63-00	(50,000)	CORRECT LIGHTING BUDGET ACCOUNT AND PROJ #	5408
	110-3230-559.64-00	50,000		
12/07/23	110-3230-559.61-00	86,000	Buy 203 Orange St. Resolution #: CCRA23-752	958
	110-3230-581.91-34	84,000	Docking & Breakwtr Match RESOLUTION #: CCRA 23-749	959
12/15/23	110-3230-559.64-00	31,608	BUDGT ROLL: CAMERAS RESOLUTION #: 23-143	1071
	110-3230-559.63-00	750,000	BUDGT ROLL: DWNTWN PRKIN RESOLUTION #: 23-143	1071
	110-3230-559.63-00	1,499,756	BUDGT ROLL: LEE WENNER RESOLUTION #: 23-143	1071
	110-3230-559.63-00	50,000	BUDGT ROLL: VILLAGE SIGNS RESOLUTION #: 23-143	1071
	110-3230-559.83-00	10,000	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	110-3230-559.63-00	15,748		
12 Budget Amendments/Transfers			Division 3230 Total	$2,527,112
12 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$2,527,112**
3230 - CRA ADMIN/OPERATIONS				
11/27/23	111-3230-559.34-00	(436)	DS 2ND PAYROLL FIX RESOLUTION# DSCRA 23-727	5456
	111-3230-559.23-07	2		
	111-3230-559.22-00	40		
	111-3230-559.23-04	83		
	111-3230-559.12-00	311		
12/15/23	111-3230-559.64-00	50,000	BUDGT ROLL: BUS STOP SHEL RESOLUTION #: 23-143	1071
	111-3230-559.63-00	50,000	BUDGT ROLL: PRVST/ GIL RE RESOLUTION #: 23-143	1071
	111-3230-559.63-00	50,000	BUDGT ROLL: STAMPED PAVEM RESOLUTION #: 23-143	1071
	111-3230-559.83-00	500	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	111-3230-559.83-00	500		
	111-3230-559.83-00	1,000		
	111-3230-559.83-00	1,000		
	111-3230-559.56-15	12,292		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
5	Budget Amendments/Transfers		Division 3230 Total	$165,292	
	5 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$165,292**	
1203 - INFORMATION TECHNOLOGY					
11/29/23	130-1203-516.64-15	(13,375)	EoY Cleanup RESOLUTION #: 23-138		5461
12/15/23	130-1203-516.63-00	11,818	BUDGT ROLL: FIBR OPT. RNG RESOLUTION #: 23-143		1071
	130-1203-516.63-00	38,376	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	130-1203-516.63-00	70,637			
3	Budget Amendments/Transfers		Division 1203 Total	$107,456	
1600 - GENERAL OPERATIONS					
11/29/23	130-1600-513.56-15	13,375	EoY Cleanup RESOLUTION #: 23-138		5461
12/15/23	130-1600-513.56-15	18,590	BUDGT ROLL: DIG. RECORDS RESOLUTION #: 23-143		1071
	130-1600-513.56-15	4,572	BUDGT ROLL: LAPTOPS RESOLUTION #: 23-143		1071
	130-1600-513.56-15	17,896	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
4	Budget Amendments/Transfers		Division 1600 Total	$54,433	
2100 - POLICE ADMIN/OPERATIONS					
12/15/23	130-2100-521.64-00	4,224	BUDGT ROLL: FY22 PD VEH. RESOLUTION #: 23-143		1071
	130-2100-521.64-00	128,004	BUDGT ROLL: FY23 PD VEH. RESOLUTION #: 23-143		1071
2	Budget Amendments/Transfers		Division 2100 Total	$132,228	
2201 - FIRE OPERATIONS					
11/17/23	130-2201-522.64-00	62,705	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS		669
12/15/23	130-2201-522.64-00	62,705	BUDGT ROLL: FD BRUSH TRK RESOLUTION #: 23-143		1071
	130-2201-522.64-00	198,596	BUDGT ROLL: FD TRAIN TRAI RESOLUTION #: 23-143		1071
	130-2201-522.64-00	47,588	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	130-2201-522.64-00	634,500			
4	Budget Amendments/Transfers		Division 2201 Total	$1,006,094	
3230 - CRA ADMIN/OPERATIONS					
12/15/23	130-3230-559.83-03	50,000	BUDGT ROLL: CAMP SCHOLAR. RESOLUTION #: 23-143		1071
1	Budget Amendments/Transfers		Division 3230 Total	$50,000	
3510 - STREET MANAGEMENT					
12/15/23	130-3510-541.64-00	73,018	BUDGT ROLL: PW WORK TRUCK RESOLUTION #: 23-143		1071
1	Budget Amendments/Transfers		Division 3510 Total	$73,018	
3520 - PARKS & BEAUTIFICATION					
12/15/23	130-3520-572.64-00	55,925	BUDGT ROLL: PW WORK VEH. RESOLUTION #: 23-143		1071
1	Budget Amendments/Transfers		Division 3520 Total	$55,925	
3560 - FACILITY MANAGEMENT					
12/15/23	130-3560-519.64-00	83,980	BUDGT ROLL: PD COND. UNIT RESOLUTION #: 23-143		1071

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 3560 Total	$83,980	
17	Total Budget Amendments/Transfers		**AMERICAN RESCUE PLAN FUND**	**$1,563,134**	
1600 - GENERAL OPERATIONS					
11/29/23	201-1600-513.31-00	42	EoY Cleanup Resolution #: 23-138		5460
1	Budget Amendments/Transfers		Division 1600 Total	$42	
1	Total Budget Amendments/Transfers		**DEBT SERVICE FUND**	**$42**	
3570 - STORMWATER UTILITY					
10/27/23	303-3570-538.63-73	199,145	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128		350
	303-3570-538.63-08	226,878			
	303-3570-538.63-73	4,103,261			
1	Budget Amendments/Transfers		Division 3570 Total	$4,529,284	
1	Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$4,529,284**	
3580 - CAPITAL PROJECTS MNGMT					
12/18/23	304-3580-572.63-00	84,000	DOCKING & BREAKWTR GRANT RESOLUTION #: 23-141		1091
	304-3580-572.63-00	84,000			
1	Budget Amendments/Transfers		Division 3580 Total	$168,000	
1	Total Budget Amendments/Transfers		**T DOCKS / BREAKWATER**	**$168,000**	
1506 - INVENTORY					
10/02/23	421-1506-536.12-00	(450)	CORR. NEG BAL & FORKLIFT SEPTEMBER CLEANUP		5251
	421-1506-536.52-30	50			
	421-1506-536.46-00	400			
1	Budget Amendments/Transfers		Division 1506 Total	$0	
1515 - UTILITY SUPPORT SERVICES					
10/02/23	421-1515-536.52-30	(3,700)	FIELD SERV. VEH. REPAIR SEPTEMBER CLEANUP		5251
	421-1515-536.46-03	3,700			
10/18/23	421-1515-536.12-12	5	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	421-1515-536.23-04	463			
	421-1515-536.22-00	4,583			
11/17/23	421-1515-536.64-00	114,908	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS		669
12/15/23	421-1515-536.64-00	90,503	BUDGT ROLL: FY23 VEH. RESOLUTION #: 23-143		1071
	421-1515-536.64-00	24,182	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
5	Budget Amendments/Transfers		Division 1515 Total	$234,644	
4010 - WATER ADMINISTRATION					
10/02/23	421-4010-536.31-00	(6,000)	LAB VEHICLE 337 REPAIR SEPTEMBER CLEANUP		5251
	421-4010-536.31-00	(1,000)			
	421-4010-536.46-03	1,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/02/23	421-4010-536.46-03	6,000	LAB VEHICLE 337 REPAIR SEPTEMBER CLEANUP	5251
10/18/23	421-4010-536.12-00	(11,968)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP	5251
	421-4010-536.12-00	(5,051)		
	421-4010-536.22-00	1,300		
11/17/23	421-4010-536.45-00	(45,000)	GEHRING RISK CONSULTING October Cleanup	667
	421-4010-536.31-00	45,000		
	421-4010-581.91-24	1,182	MANHOLE LINING	670
11/29/23	421-4010-536.12-00	(11,954)	EoY Cleanup RESOLUTION #: 23-138	5461
	421-4010-536.11-00	11,954		
	421-4010-581.91-25	914	EoY Cleanup Resolution #: 23-138	5460
12/15/23	421-4010-536.56-15	3,000,000	BUDGT ROLL: W/S ERP RESOLUTION #: 23-143	1071
	421-4010-536.31-00	1,164	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	421-4010-536.46-03	4,472		
	421-4010-536.31-00	10,284		
	421-4010-536.31-01	11,184		
	421-4010-536.31-00	15,270		
	421-4010-536.31-01	25,876		
	421-4010-536.31-01	73,079		
8	Budget Amendments/Transfers		Division 4010 Total	$3,127,706
4020 - DYAL PLANT				
10/02/23	421-4020-536.64-00	(10,412)	ACCENT BARRIER CLAMPS SEPTEMBER CLEANUP	5251
	421-4020-536.64-00	(4,726)		
	421-4020-536.64-00	4,726		
	421-4020-536.64-00	10,412		
	421-4020-536.44-00	(8,000)	CORR. NEG BAL SEPTEMBER CLEANUP	5251
	421-4020-536.46-03	8,000		
10/13/23	421-4020-536.44-21	(433,680)	DYAL GENERATOR GASB87 COMPLIANCE	161
	421-4020-536.44-21	(433,680)		5347
10/18/23	421-4020-536.12-00	(32,309)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP	5251
	421-4020-536.20-00	468		
	421-4020-536.14-00	31,841		
10/30/23	421-4020-536.64-00	(10,412)	Spot Cooler Proj. Adjust	5423
	421-4020-536.64-00	10,412		
11/17/23	421-4020-536.46-00	(5,000)	DYAL ELEV. CONTRACT SVCS October Cleanup	667
	421-4020-536.34-00	5,000		
11/29/23	421-4020-536.64-15	1,681	EoY Cleanup Resolution #: 23-138	5460
	421-4020-536.46-00	2,412		
	421-4020-536.63-00	12,874		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
12/15/23	421-4020-536.46-00	34,922	BUDGT ROLL: ACTUATOR REP. RESOLUTION #: 23-143	1071
	421-4020-536.64-00	98,186	BUDGT ROLL: DUST COLL. RESOLUTION #: 23-143	1071
	421-4020-536.46-02	50,000	BUDGT ROLL: TC ROOF REP. RESOLUTION #: 23-143	1071
	421-4020-536.46-02	95,000	BUDGT ROLL: WEWA ROOF REP RESOLUTION #: 23-143	1071
	421-4020-536.46-00	314	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	421-4020-536.41-00	358		
	421-4020-536.52-00	1,191		
	421-4020-536.34-00	2,386		
	421-4020-536.46-00	4,440		
	421-4020-536.46-00	5,140		
	421-4020-536.34-00	5,767		
	421-4020-536.55-00	6,016		
	421-4020-536.46-00	6,825		
	421-4020-536.46-00	6,891		
	421-4020-536.34-00	9,100		
	421-4020-536.31-03	10,905		
	421-4020-536.63-00	33,005		
	421-4020-536.46-00	54,563		
	421-4020-536.64-15	350,834		
12/18/23	421-4020-536.46-00	(28,754)	NOV CLEANUP: SEE TRACKER SODA ASH SYSTEM REPLACE	1099
	421-4020-536.64-00	28,754		
14	Budget Amendments/Transfers		Division 4020 Total ($74,550)	
4025 - WATER FIELD OPERATIONS				
10/18/23	421-4025-536.12-12	1,015	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP	5251
	421-4025-536.14-00	2,375		
	421-4025-536.22-00	6,797		
12/15/23	421-4025-536.64-00	70,347	BUDGT ROLL: FY22 CAP. PUR RESOLUTION #: 23-143	1071
	421-4025-536.64-00	40,065	BUDGT ROLL: FY23 CAP PUR RESOLUTION #: 23-143	1071
	421-4025-536.64-00	18,897	BUDGT ROLL: FY23 PD VEH. RESOLUTION #: 23-143	1071
	421-4025-536.46-02	225	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	421-4025-536.46-00	5,600		
	421-4025-536.46-00	5,774		
	421-4025-536.46-00	6,063		
	421-4025-536.46-00	6,327		
	421-4025-536.46-02	9,823		
	421-4025-536.46-00	11,200		
	421-4025-536.46-00	12,509		
	421-4025-536.46-00	33,186		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/15/23	421-4025-536.64-00	33,937	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	421-4025-536.46-00	39,487			
	421-4025-536.64-00	72,303			
5	Budget Amendments/Transfers		Division 4025 Total	$375,930	
4055 - ENGINEERING					
10/02/23	421-4055-536.49-00	(356)	CORR. NEG BAL SEPTEMBER CLEANUP		5251
	421-4055-536.46-00	356			
11/29/23	421-4055-536.63-00	4,742	EoY Cleanup Resolution #: 23-138		5460
12/15/23	421-4055-536.63-00	3,026,223	BUDGT ROLL: COCOA GROVE RESOLUTION #: 23-143		1071
	421-4055-536.63-00	59,647	BUDGT ROLL: DYAL OZ IMPR. RESOLUTION #: 23-143		1071
	421-4055-536.63-00	210,573	BUDGT ROLL: IND. PUMP ST. RESOLUTION #: 23-143		1071
	421-4055-536.63-00	593,603	BUDGT ROLL: PINEDA RESOLUTION #: 23-143		1071
	421-4055-536.31-03	2	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	421-4055-536.31-03	36,524			
	421-4055-536.63-00	420,316			
7	Budget Amendments/Transfers		Division 4055 Total	$4,351,630	
4120 - SELLERS PLANT					
10/02/23	421-4120-536.46-00	(3,000)	CORR. NEG BAL SEPTEMBER CLEANUP		5251
	421-4120-536.46-03	3,000			
10/12/23	421-4120-536.46-00	(26,000)	SCADA MAINT. INCREASE RESOLUTION #: 23-113		141
	421-4120-536.31-03	26,000			
10/18/23	421-4120-536.12-00	(18,950)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	421-4120-536.23-09	128			
	421-4120-536.14-00	9,265			
	421-4120-536.22-00	9,557			
11/17/23	421-4120-536.52-00	(2,604)	4 EMP. CELLS & 1 AIR CARD October Cleanup		667
	421-4120-536.41-00	2,604			
	421-4120-536.64-00	149,396	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS		669
12/15/23	421-4120-536.64-00	5,834	BUDGT ROLL: ANALYTIC BAL RESOLUTION #: 23-143		1071
	421-4120-536.64-00	149,396	BUDGT ROLL: FY23 VEH. RESOLUTION #: 23-143		1071
	421-4120-536.46-00	17,749	BUDGT ROLL: PAINT SELLERS RESOLUTION #: 23-143		1071
	421-4120-536.64-00	10,465	BUDGT ROLL: REUSE PUMP RESOLUTION #: 23-143		1071
	421-4120-536.46-02	11,397	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	421-4120-536.64-00	31,829			
	421-4120-536.63-00	45,243			
10	Budget Amendments/Transfers		Division 4120 Total	$421,309	
4125 - SEWER FIELD OPERATIONS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/02/23	421-4125-536.44-00	(1,000)	CORR. NEG BAL & UPS SEPTEMBER CLEANUP		5251
	421-4125-536.56-15	(715)			
	421-4125-536.54-00	(38)			
	421-4125-536.47-00	38			
	421-4125-536.42-00	1,715			
10/18/23	421-4125-536.12-00	(10,061)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	421-4125-536.23-09	52			
	421-4125-536.23-00	116			
	421-4125-536.12-12	481			
	421-4125-536.14-00	687			
	421-4125-536.22-00	9,206			
10/27/23	421-4125-536.46-00	(33,570)	CAROLLO ENG. TASK # 24-03 RESOLUTION #: 23-119		346
	421-4125-536.31-03	33,570			
11/17/23	421-4125-536.46-00	(1,182)	MANHOLE LINING		670
11/29/23	421-4125-536.64-00	(474,521)	EoY Cleanup RESOLUTION #: 23-138		5461
	421-4125-536.64-00	(1,479)			
	421-4125-536.64-00	476,000			
12/15/23	421-4125-536.46-00	1,157	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	421-4125-536.31-03	22,955			
	421-4125-536.64-00	42,296			
	421-4125-536.64-00	476,000			
6 Budget Amendments/Transfers			Division 4125 Total	$541,707	
4700 - DEBT SERVICE					
10/13/23	421-4700-517.72-32	94,170	DYAL GENERATOR GASB87 COMPLIANCE		161
	421-4700-517.71-32	339,510			
	421-4700-517.72-32	103,951			5347
	421-4700-517.71-32	329,729			
2 Budget Amendments/Transfers			Division 4700 Total	$867,360	
58 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$9,845,736**	
3570 - STORMWATER UTILITY					
10/02/23	423-3570-538.64-00	(5,586)	TRLR MOUNT THOMPSON PUMP SEPTEMBER CLEANUP		5251
	423-3570-538.64-00	5,586			
10/18/23	423-3570-538.12-00	(379)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	423-3570-538.12-00	(82)			
	423-3570-538.12-12	82			
	423-3570-538.14-00	379			
10/27/23	423-3570-538.63-73	347,957	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128		350

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/27/23	423-3570-538.63-73	369,334	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128		350
11/30/23	423-3570-538.39-00	(27,826)	ADD. EOR SERVICES F&B & BOND FOR WETLND R #23-136		822
	423-3570-538.39-00	(24,907)			
	423-3570-538.63-00	24,907			
	423-3570-538.63-00	27,826			
12/15/23	423-3570-538.63-00	50,678	BUDGT ROLL: AURORA DITCH RESOLUTION #: 23-143		1071
	423-3570-538.63-36	768,000	BUDGT ROLL: FISKE/ PND RESOLUTION #: 23-143		1071
	423-3570-538.63-00	28,800	BUDGT ROLL: FLOATING WET. RESOLUTION #: 23-143		1071
	423-3570-538.63-00	500	BUDGT ROLL: ROADWAY ELEV. RESOLUTION #: 23-143		1071
	423-3570-538.63-35	120,000	BUDGT ROLL: US1/ FOREST A RESOLUTION #: 23-143		1071
	423-3570-538.31-00	1	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	423-3570-538.34-00	1			
	423-3570-538.46-00	600			
	423-3570-538.31-00	2,622			
	423-3570-538.34-00	4,252			
	423-3570-538.31-00	7,888			
	423-3570-538.31-00	10,901			
	423-3570-538.63-00	26,074			
	423-3570-538.64-00	49,349			
	423-3570-538.63-00	55,325			
10	Budget Amendments/Transfers		Division 3570 Total	$1,842,282	
	10 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$1,842,282**	
4010 - WATER ADMINISTRATION					
10/27/23	424-4010-581.91-21	199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128		351
1	Budget Amendments/Transfers		Division 4010 Total	$199,904	
4020 - DYAL PLANT					
11/14/23	424-4020-536.63-00	5,736	JACOBS PROJ. MGMT ALLOC.		5451
	424-4020-536.63-00	24,955			
12/15/23	424-4020-536.63-00	260,000	BUDGT ROLL: C-F POLY. TNK RESOLUTION #: 23-143		1071
	424-4020-536.63-00	1,338,836	BUDGT ROLL: REACTOR CLAR. RESOLUTION #: 23-143		1071
	424-4020-536.64-00	81,472	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	424-4020-536.63-00	161,164			
	424-4020-536.63-00	590,358			
4	Budget Amendments/Transfers		Division 4020 Total	$2,462,521	
4055 - ENGINEERING					
10/13/23	424-4055-536.63-00	(2,851,642)	PROJECT TRANSFER IRP		5346
	424-4055-536.63-00	(224,140)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/13/23	424-4055-536.63-00	4,343,759	PROJECT TRANSFER IRP	5346
10/27/23	424-4055-536.63-08	46,469	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	424-4055-536.63-73	998,420		
11/14/23	424-4055-536.63-00	(570,002)	JACOBS PROJ. MGMT ALLOC.	5451
	424-4055-536.63-00	723		
	424-4055-536.63-00	1,650		
	424-4055-536.63-00	3,409		
	424-4055-536.63-00	4,267		
	424-4055-536.63-00	5,823		
	424-4055-536.63-00	35,150		
	424-4055-536.63-06	56,715		
	424-4055-536.63-00	242,990		
11/29/23	424-4055-536.63-00	(21,769)	EoY Cleanup RESOLUTION #: 23-138	5461
	424-4055-536.63-00	21,769		
12/15/23	424-4055-536.63-00	85,000	BUDGT ROLL: BANNA RIV TNK RESOLUTION #: 23-143	1071
	424-4055-536.63-00	2,102	BUDGT ROLL: DYAL CO2 BULK RESOLUTION #: 23-143	1071
	424-4055-536.63-00	4,275,000	BUDGT ROLL: DYAL OZONE IM RESOLUTION #: 23-143	1071
	424-4055-536.63-00	1,463,198	BUDGT ROLL: DYAL WELL 17 RESOLUTION #: 23-143	1071
	424-4055-536.63-00	150,000	BUDGT ROLL: GRNDWT FLUME RESOLUTION #: 23-143	1071
	424-4055-536.63-00	8,776,363	BUDGT ROLL: IRP RESOLUTION #: 23-143	1071
	424-4055-536.63-06	75,071	BUDGT ROLL: LIFT STN. 1 RESOLUTION #: 23-143	1071
	424-4055-536.63-00	12,404	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	424-4055-536.63-00	13,257		
	424-4055-536.63-00	21,205		
	424-4055-536.63-00	27,913		
	424-4055-536.63-00	46,486		
	424-4055-536.63-00	57,049		
	424-4055-536.63-00	57,250		
	424-4055-536.63-00	70,677		
	424-4055-536.63-00	98,215		
	424-4055-536.63-00	147,898		
	424-4055-536.63-00	211,096		
	424-4055-536.63-00	877,170		
	424-4055-536.63-00	2,421,150		
12 Budget Amendments/Transfers			Division 4055 Total $20,982,095	
4120 - SELLERS PLANT				
10/13/23	424-4120-536.64-15	(1,267,977)	PROJECT TRANSFER IRP	5346
11/14/23	424-4120-536.63-00	122,184	JACOBS PROJ. MGMT ALLOC.	5451

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/15/23	424-4120-536.63-00	1,000,000	BUDGT ROLL: AERATN BLOWER RESOLUTION #: 23-143		1071
	424-4120-536.63-00	393,949	BUDGT ROLL: BNR RESOLUTION #: 23-143		1071
	424-4120-536.63-00	45,170	BUDGT ROLL: HYDROPNEUMATC RESOLUTION #: 23-143		1071
	424-4120-536.64-15	300,000	BUDGT ROLL: M&L CNTRL BRD RESOLUTION #: 23-143		1071
	424-4120-536.63-00	9,830	PO ROLL: SEE TRACKER RESOLUTION #: 23-142		1065
	424-4120-536.63-00	65,435			
	424-4120-536.63-00	544,502			
7	Budget Amendments/Transfers		Division 4120 Total	$1,213,093	
4125 - SEWER FIELD OPERATIONS					
11/14/23	424-4125-536.63-00	24,780	JACOBS PROJ. MGMT ALLOC.		5451
	424-4125-536.63-00	41,620			
11/17/23	424-4125-536.63-00	(12,068)	MANHOLE LINING		670
	424-4125-536.63-00	1,182			
	424-4125-536.63-00	12,068			
2	Budget Amendments/Transfers		Division 4125 Total	$67,582	
26	Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$24,925,195**	
4700 - DEBT SERVICE					
11/29/23	425-4700-591.72-11	(1)	EoY Cleanup RESOLUTION #: 23-138		5461
	425-4700-591.72-12	1			
1	Budget Amendments/Transfers		Division 4700 Total	$0	
9000 - DEBT SERVICE COSTS					
11/29/23	425-9000-536.31-00	914	EoY Cleanup Resolution #: 23-138		5460
1	Budget Amendments/Transfers		Division 9000 Total	$914	
2	Total Budget Amendments/Transfers		**W/S RESTRICTED ASSETS**	**$914**	

261 Transfers & Amendments between 10/1/2023 and 12/31/2023

FY 2024 TOTAL TRANSFERS & AMENDMENTS **58,943,651**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2024 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Legislation Details (With Text)

File #:	24-023	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/8/2024			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	Report to Council of the Local Preference Award Listing for FY23. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Local Preference FY 23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	January 08, 2024
Agenda Date:	January 23, 2024
Prepared By:	Brian Dale, Purchasing Manager
Through:	Rebecca Bowman, MBA, CGFO, CGFO, Finance Director

Requested Action:
Report to Council of the Local Preference Award Listing for FY23.

BACKGROUND:

On January 8, 2023 City Council approved an ordinance to include local preference when awarding bids. Local preference is to be used when the lowest bidder is not located within Brevard County and when the second bidder is both located in Brevard county and submits a bid price that is within 5% of the lowest bid. In this situation the local vendor would be given the opportunity to match the lowest bid price in order to be awarded the work.

During FY23, the Purchasing Division published a total of 12 competitive solicitations of which 22 awards were made. Bids were evaluated based upon completeness of bid package, responsiveness of bidder, lowest most responsible pricing, deliverable and past performance. Of the 22 awards, there were three (3) agreements with local vendors, however local preference credit was not a factor used in any award determinations.

Based on the results of bid evaluations and utilizing a 5% local vendor preference, there were no bids where a local vendor submitted a bid within 5% of the lowest bidder which would have allowed the local vendor to match the lowest bid. There was one (1) bid where the second bidder was within 5%: however, the bidder was not eligible for local preference.

The attached summary of local vendor awards is provided for reference.

Local vendor preference will continue to be utilized per the Finance Operations Manual Sec. 2-4 for competitively sealed bid solicitations by use of Vendor Link, Public Ad - Florida Today and the City's website.

STRATEGIC PLAN CONNECTION:
N/A

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:
City Council approved Ordinance 26-2019 on the second & final reading on January 8, 2020, which increased the local preference threshold to 5%, required a local business to match the lowest bid as a condition of receiving local preference and required the City Manager to provide an annual report to Council in order to allow the Council to regularly evaluate the effectiveness of the local preference policy.

RECOMMENDED MOTION:

Report to Council of the Local Preference Award Listing for FY23

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

Fiscal Year 2023 Local Prefence Analysis on Solicitations

January 8, 2024

Item	Contract #	Vendor	Contract Title	Procurement Method	Contract Type	Division	Eligible for Local Preference?	Awardee is Local Vendor?	Local Preference Used?	2nd Bidder within 5%	2nd Bidder Local
1	B-23-04-COC	L7 Construction, Inc.	Viera Booster Station Chloramination Improvements	Invitation for Bid	Construction	Utilities	Yes	No	No	No	No
2	B-23-05-COC-A	Danella Construction Corporation of Florida, Inc.	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	Request for Proposal	CSA - Construction	Information Technology	Yes	No	No	No	No
3	B-23-05-COC-B	Morse Communications, Inc.	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	Request for Proposal	CSA - Construction	Information Technology	Yes	Yes	No	No	No
4	B-23-09-COC	Odyssey Manufacturing Company	Wewahootee Water Treatment Plant Sodium Hypochlorite Tank Replacement	Invitation for Bid	Construction	Utilities/Dyal	Yes	No	No	No	No
5	B-23-14-COC	Elenis Contracting LLC	Dyal GW Filter # 3 IMS Cap and Media Replacement	Invitation for Bid	Construction	Utilities/Dyal	Yes	No	No	No	No
6	B-23-15-COC	Sapphire Elevator LLC	Cocoa Village Historic Playhouse Elevator Upgrades	Invitation for Bid	Construction	Public Works / Facilities	Yes	Yes	No	No	No
7	B-23-16-COC	Integrated Fire & Security Solutions, Inc.	Cocoa Village Historic Playhouse Fire Alarm System	Invitation for Bid	Construction	Public Works / Facilities	Yes	No	No	No	No
8	B-23-17-COC	Patriot Response Group, LLC	Rehabilitation of 436 Satsuma Drive Cocoa, FL 32922 (SHIP & CDBG)	Invitation for Bid	Construction	Community Services	Yes	No	No	No	No
9	B-23-18-COC	Air Mechanical & Service Corp.	Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall	Invitation for Bid	Supply and Service	Public Works	Yes	Yes	No	Yes	No
10	B-23-24-COC	Matheson Tri-Gas Inc.	Water Treatment Chemicals - Carbon Dioxide	Invitation for Bid	Chemical Supply	Utilities/Dyal	Yes	No	No	No	No
11	Q-23-01-COC-A1	Architects RZK Inc.	Architectural Services	Request for Qualifications	CSA - Design	Public Works	No - CCNA	No	No	N/A	No

Item	Contract #	Vendor	Contract Title	Procurement Method	Contract Type	Division	Eligible for Local Preference?	Awardee is Local Vendor?	Local Preference Used?	2nd Bidder within 5%	2nd Bidder Local
12	Q-23-01-COC-A2	BEA Architects Inc.	Architectural Services	Request for Qualifications	CSA - Design	Public Works	No - CCNA	No	No	N/A	No
13	Q-23-01-COC-C1	Mead and Hunt Inc.	General Civil Engineering Services	Request for Qualifications	CSA - Design	Public Works	No - CCNA	No	No	N/A	No
14	Q-23-01-COC-C2	Kimley-Horn and Associates, Inc.	General Civil Engineering Services	Request for Qualifications	CSA - Design	Public Works	No - CCNA	No	No	N/A	No
15	Q-23-01-COC-C3	EXP U.S. Services Inc.	General Civil Engineering Services	Request for Qualifications	CSA - Design	Public Works	No - CCNA	No	No	N/A	No
16	Q-23-01-COC-T1	Myra Planning and Design LLC	Traffic Engineering Services	Request for Qualifications	CSA - Design	Public Works	No - CCNA	No	No	N/A	No
17	Q-23-01-COC-T2	Metric Engineering Inc.	Traffic Engineering Services	Request for Qualifications	CSA - Design	Public Works	No - CCNA	No	No	N/A	No
18	Q-23-12-COC-A	CHA Consulting, Inc.	Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion	Request for Qualifications	CSA - Design	Utilities / Engineering	No - CCNA	No	No	N/A	No
19	Q-23-12-COC-B	Kimley-Horn and Associates, Inc.	Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion	Request for Qualifications	CSA - Design	Utilities / Engineering	No - CCNA	No	No	N/A	No
20	Q-23-12-COC-C	McKim & Creed Inc.	Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion	Request for Qualifications	CSA - Design	Utilities / Engineering	No - CCNA	No	No	N/A	No
21	Q-23-13-COC	Carollo Engineers, Inc.	Engineering Services for Wastewater Collection, Treatment, and Disposal Systems	Request for Qualifications	CSA - Design	Utilities / Engineering	No - CCNA	No	No	N/A	No
22	RFQ-20-18-COC-D	Hinterland Group Inc.	General Construction Task Order Contract	Request for Qualifications	CSA - Construction	Utilities	No - CCNA	No	No	N/A	No

Legislation Details (With Text)

File #:	24-034	**Version:**	1	**Name:**	FY23 Surplus Revenue from Auction Sales Report
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/12/2024			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	FY23 Surplus Revenue from Auction Sales. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY23 Surplus Revenue.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	January 12, 2023
Agenda Date:	January 23, 2023
Prepared By:	Brian Dale, Purchasing Manger
Through:	Rebecca Bowman, MBA, CGFO, CGFM, Finance Director

REQUESTED ACTION:

Finance Department is providing details related to FY23 Surplus Revenue from Auction Sales.

BACKGROUND:

In accordance with Property Control policy, all surplus assets must be disposed of via Public Auction except for assets approved by Finance for Trade-in. City assets includes land, buildings, vehicles, tools, equipment, appliances, office furniture, and computers. The City has a contract with George Gideon Auctioneers Inc. to administer the auctions. The auctioneer will take photographs and post them on its website for online auction. Once sold, the auctioneer will receive a commission based on a percentage of the sale and send a check with the proceeds back to the City. Attached to this agenda is a list of all surplus property auctions completed for FY23. The total amount received broken out by fund is as follows:

General Fund	$45,993.29
Utility Fund	$42,230.46
Total	$88,223.75

RECOMMENDED MOTION:

None. Informational Only.

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FY 23 Surplus Revenue from Auction Sales

#	Date	Settlement Number	Auction Type	Description	Item Total	Commission	Paid
1	9/12/2023	20230912-12131732343-5735	Fleet	CITY OF COCOA: 1998 FORD E-SERIES CARGO VAN (AU121317)	$2,550.00	$318.75	$2,231.25
2	9/8/2023	20230908-32344-5709	Equipment	CITY OF COCOA: FIRE RESCUE EQUIPMENT, ELECTRONICS & MORE (AU121131)	$468.99	$70.35	$398.64
3	9/8/2023	20230908-28317-5708	Equipment	CITY OF COCOA: FIRE RESCUE EQUIPMENT, ELECTRONICS & MORE (AU121131)	$3,683.89	$2,578.72	$1,105.17
4	8/29/2023	20230829-12120732343-5675	Fleet	CITY OF COCOA: '06 FORD F-350 UTILITY & '98 FORD E-SERIES CARGO VAN (AU121207)	$4,100.00	$512.50	$3,587.50
5	8/14/2023	20230814-12115628317-5594	Equipment	CITY OF COCOA: COLLECTIBLE CURRENCY, JEWELRY AND MORE (AU121156)	$2,013.00	$1,409.10	$603.90
6	6/13/2023	20230613-12046032343-5349	Fleet	CITY OF COCOA: 2009 CHEVY IMPALA (AU120460)	$3,101.00	$387.63	$2,713.37
7	5/23/2023	20230523-12049032343-5247	Fleet	CITY OF COCOA: 2002 GMC 3500 (AU120490)	$4,550.00	$568.75	$3,981.25
8	5/16/2023	20230516-12045332343-5225	Fleet	CITY OF COCOA: 2015 FORD F-250, 2007 JEEP LIBERTY & MORE (AU120453)	$16,351.00	$2,043.88	$14,307.12
9	3/7/2023	20230307-11996232343-4958	Fleet	CITY OF COCOA: 2008 FORD F-450 DUMP & 2006 FORD E-250 CARGO VAN (AU119962)	$23,350.00	$2,918.75	$20,431.25
10	2/27/2023	20230227-11996128317-4920	Equipment	CITY OF COCOA: DEWALT PRESSURE WASHER, PUMPS & MORE (AU119961)	$1,739.96	$1,217.97	$521.98
11	2/21/2023	20230221-11993128317-4901	Equipment	CITY OF COCOA: (2) QUINCY COMPRESSORS (AU119931)	$2,502.00	$375.30	$2,126.70
12	2/6/2023	20230206-11982428317-4830	Equipment	CITY OF COCOA: TRANE AIR HANDLER A/C, LAB EQUIPMENT, RESCUE EQUIPMENT & MORE (AU119824)	$1,693.95	$1,185.77	$508.18
13	1/10/2023	20230110-11952532343-4749	Fleet	CITY OF COCOA: 2015 CHEVY IMPALA & 2010 CHEVY IMPALA (AU119525)	$7,400.00	$925.00	$6,475.00

#	Date	Settlement Number	Auction Type	Description	Item Total	Commission	Paid
14	11/15/2022	20221115-11931532343-4551	Fleet	CITY OF COCOA: 2005 FORD 500 (AU119315)	$3,500.50	$437.56	$3,062.94
15	11/1/2022	20221101-11915832343-4457	Fleet	CITY OF COCOA: 2006 FORD RANGER (AU119158)	$6,608.00	$826.00	$5,782.00
16	10/25/2022	20221025-11909532343-4423	Fleet	CITY OF COCOA: 2006 EXCV GRADALL XL4100 II (AU119095)	$23,300.00	$2,912.50	$20,387.50
	Total				**$ 106,912.29**	**$ 18,688.53**	**$ 88,223.75**

Fund Breakdown	**001 Fund**	$45,993.29
	421 Fund	$21,842.96
	423 Fund	$20,387.50

Legislation Details (With Text)

File #:	24-041	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/18/2024			**In control:**	City Council
On agenda:	1/23/2024			**Final action:**	
Title:	Bi-Weekly Report Covering January 5 - 18, 2024. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 18, 2024
Agenda Date: January 23, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Bi-Weekly Report Covering January 5 - 18, 2024.

BACKGROUND:

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

Bi-Weekly Report Covering January 5 - 18, 2024.

Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: January 5 – 18, 2024

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 12 received/ 8 closed out - $0 collected in fees
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - N/A
- Recent promotions
  - Thomas Hagle – Crewleader-Sludge Ops, Utilities/Dyal, January 15, 2024
  - Terra Whittington – Backflow Technician, Utilities/Water Field Operations, January 8, 2024
- Key retirements
  - Shane Proctor – Firefighter/EMT, January 31, 2024, 33 years

Communication and Economic Development

- Media Stories:
  - Cocoa considering new development for old City Hall sites; no project selected yet
  - Kava and Kratom establishments will be limited under new Cocoa rules

    - Transitional homeless housing to go forward near Cocoa Village despite opposition
    - New Cocoa ordinance sets rules for businesses selling kava and kratom
    - Kava, kratom crackdown? Florida city considers restricting where products can be sold to protect kids
    - Cocoa/Rockledge Holiday Parade held on Saturday
    - City of Cocoa Awarded Certificate of Achievement for Excellence in Financial Reporting
    - Cocoa Police Chief Administers Police Officer's Oath for New Officer James Anderson
    - Cocoa Police Participates in High Visibility Enforcement Program to Improve Pedestrian, Bicycle Safety
    - Cocoa Police Department's K9 Draco to Receive Donation of Body Armor, Thanks to Non-Profit Organization
- New News Releases:
    - Notice for water customers about approved monitoring plan
    - Cocoa Utilities receives grant to help with major treatment plant upgrade
    - Cocoa Awarded Certificate of Excellence in Financial Reporting
    - Fire Chief Jonathan Lamm Completes International Professional Designation Process
- Upcoming Events:
    - January 27, 2024: Cocoa High School State Championship Celebration in Riverfront Park
    - January 31, 2024: Annual Economic Development Update Business Networking Event
- Social media/e-newsletter statistics
    - Facebook
        - Post reach: 89,859
        - Post engagement: 7,437
        - Followers: 15,276
    - Twitter
        - Impressions: 2,315
        - Followers: 3,251
    - LinkedIn
        - Post impressions: 2,003
        - Followers: 1,141
    - NextDoor
        - Impressions: 3,009
        - Members: 4,624
    - December E-newsletter (Sent 12/1/23)
        - Sent to 681 contacts
        - 51% open rate (average open rate for e-mail marketing in 2022 is 17%)
    - Next printed FYI Newsletter mails April 1, 2024.

- Upcoming special events at Leisure Services facilities:
  - **It's Just Yoga Fest – Space Coast**
    - January 15, 2024, 10am-4pm
    - Riverfront Park
  - **Dr. Martin Luther King, Jr. Peace March & Service**
    - January 15, 2024, 2-5pm
    - Cocoa Village and Riverfront Park
  - **EEARS To The Environment EcoFest**
    - January 19, 2024, 9a-10:30pm
    - Riverfront Park
  - **3rd Annual Village Idiot Idiolympics 2024**
    - January 20, 2024, 12-6pm
    - Riverfront Park
  - **Deuterman Productions Presents BADFISH "A Tribute to Sublime" w/ KASH'D OUT**
    - January 21, 2024, 6-10pm
    - Riverfront Park

Community Services – update 01/18/2024

- **New businesses – January 2024**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
20/20 Mobile Corp	801 Dixon Blvd # 1162, 32922	2	1	2	Cell Phone Sales & accessories & service
Greencore Environmental, LLC	1515 N Cocoa Blvd Unit 102, 32922	12	0	2	Pest Control Services - Residential & Commercial
Home Nation.com, LLC	200 Willard Street, 32922	32	5	1	Mobile home Sales Office only
Bean & Beet, Plant based Pre-Pkg Foods	409 Delannoy Ave, Ste # 106-107	2	0	1	Plant based Pkg Food 11AM - 6PM Fri -Sat- Sun
H & R Block LLC (New Location)	1503 N Cocoa Blvd Unit # 101	8	0	2	Public Tax services
YNY Infinity LLC - LaBoutique Cocoa	412 Brevard Ave, 32922	3	0	1	Soaps & Creams Male & Female M-F-10 Am - 5PM
Country Cookin Diner, LLC	2301 Highway 524 #100 A, 32926	10	4	3	Full Svc Restaurant Serves Liquor

Roadhouse Transportation, LLC	2406 Auburn Drive, 32926	1	0	4	Limo & Car Service
Busy Bee Organizational & Cleaning LLC	354 Laredo Drive Unit # 102, 32927	1	0	1	Cleaning & organizational Services
Old School Door to Door Advertizing, LLC	1422 Pineda Street, 32922	0	0	2	Door To Door Advertising

January inspections – 171

January permits issued - 68

Finance

- The accounting team continues to work on year-end reconciliations and journal entries to prepare the City's financial statements.
- The City's auditors will be working on the City's audit doing field work the weeks of 2/12/24 & 2/19/24.
- Grants staff has been working with a FEMA representative to file necessary documentation for Hurricanes Ian & Nicole (2022).
- Customer service staff processed $10,032,476 in payments and fielded 4,618 phone calls for the month of November 2023.
- Billing staff generated $12,199,158 in utility billings from meter reads.
- 7,703 work requests were responded to by utility services support staff.
- The bid for the property at 603 Brevard closed on 12/15 with only 1 response. Recommendation to award the bid to the respondent will be on the Cocoa CRA 1/9/24 agenda.
- Purchasing Policy update was approved by City Council.
- Disaster Readiness Assessment (DRA) was submitted to the Fl. Department of Emergency Management. This will assist with advance funding in the event of an emergency such as hurricanes.

Fire Department

- FireBlast training trailer remains at PRIDE getting body work completed.
- November calls for service 532 (61% EMS, 39% Fire Related)
- Recruit Firefighters continue to improve in EMS skills and are fitting in with the crews.
- Multiple Public Relations events attended by crews.

- 4 New Hire Firefighters Started on 11/6/23 (Lucas Diaz, Preston Ault, Trevor Harris, and Kristian Williams)
- New Hires to be sworn in on 11/17/23 at 2pm at Fire Station 1.
- Large Scale EMS drill with Rockledge Hospital, BCFR, Trauma Surgeons from all the hospitals, and Cocoa Fire Rescue scheduled for 11/13/23.

Information Technology

- Project updates/highlights
  - PD Server hardware successfully upgraded
  - ITB for replacement Storage Area Network (SAN) closed and bids were opened
  - EFSC intern has begun in IT
- Helpdesk stats as of 9/8/2022
  - 86 open helpdesk tickets
  - 479 new tickets opened in last 30 days
  - 462 tickets closed/resolved in last 30 days
  - 4844 tickets opened in last 365 days

Police Department Updated 1/18/24

- Activity/Event highlights
  - MLK pararde
- New project/training updates
  - FDOT Regulations - School Zone Speed Cameras
  - EVOC Mandatory Training
- Chief's walk highlights
  - None
- Community engagement highlights/events
  - MLK parade
- Call stats-Crime Stats: January 1, 2023- December 31, 2023 (For comparison purposes January 1, 2022-December 31, 2022, data is also included)
  - Property Crimes Offenses have decreased by 7%.
  - Violent Crime Offenses increased by 15% compared to YTD 2022.
  - Overall, crime offenses have decreased by 4%.
  - Calls for Service decreased 1% (74,122 in 2022 compared to 73,130 in 2023)
- Code Enforcement stats/highlights/Activity:

Active Cases	41
Complied Cases	84
Code Board Cases scheduled for	0
Snipe Signs Pulled	22

Highlights:

- Removed and cut (Abatement) Junk, Trash, & Debris Homeless Camp at 220 Rosa L Jones (Blanket Trespass), 602 Stone (Blanket Trespass), and notified Public Works for the Retention Pond (Barbara Jenkins) and City property off Michigan,
- Collected **$233,645.09** in liens from January 1, 2023 to December 6, 2023
- Inspected all properties on our outstanding fines list for compliance. Sent Demand Letters for properties still in violation with outstanding liens

Other Mentions:

- There is no Code Board Meeting in December

Public Works

- Major project updates
  - Fiske and Broadmoor Acres – Under Construction; Groundbreaking Event to be held on Tuesday, February 6th at Carl Anderson Park at 9:00 am.
  - Parks Projects
    - Provost – In progress
    - Don Stradley Memorial Park- In progress
- Work order stats (received/closed)
  - 86 received
  - 80 closed
  - Residential Bulk Green Waste Requests: 61
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
  - FDOT
    - SR 524 PD&E Study (437983-1) – In Progress
    - SR 501 Safety Project (447085-1) – Under Construction
    - SR 528 Widening and Reconstruction (407402-3) – In Design
    - SR 520 Safety Project Cox to Aurora (445689-1) - In Design
    - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
  - Brightline/FEC
    - Brightline formally launched a Request for Proposals (RFP) for a new station planned for the Treasure Coast of Florida. Brightline will announce the site in the first quarter of 2024.

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations – November/December
    - WFO Issued Work Orders – 2,406
    - WFO Completed Work Orders – 2,354
    - Hydrants Flushed – 144
    - Valves Exercised – 436
    - Utility Locate Requests – 2,395
    - SFO Issued Work Orders – 180
    - SFO Completed Work Orders – 220